



Superior Court of California, County of Sonoma

MINUTE ORDERS

25CV04934

GOODWIN VS. WORD & BROWN INSURANCE ADMINISTRATORS, INC.

Date of Hearing: October 22, 2025

Motion

Time: 3:00 PM

Courtroom 17

Judicial Officer: Jane Gaskell

Courtroom Clerk: Becca Hook

Court Reporter: None

Parties Present:

There are no official appearances.

Hearing:

The Court finds notice to appear has been issued.

The Court's previously published tentative ruling: No appearance required.

The Court is not in receipt of a timely request of appearance for oral argument.

At 3:59 PM, Counsel John Nelson appears via Zoom, is advised that no requests for argument have been received and the tentative ruling is adopted, and states no objection.

There being no opposition to its tentative ruling, the Court **ADOPTS** its previously announced tentative ruling and **ORDERS**:

The Court **GRANTS** Plaintiff Daniel Goodwin's motion for preliminary approval of class action settlement pursuant to California Rules of Court (C.R.C.), Rules 3.769(c) for an order:

1. Preliminarily approving the parties' proposed class action settlement agreement of this matter pursuant to C.R.C. rule 3.769(c);
2. Certifying the class per C.R.C. Rule 3.768(d) as all individuals in the United States sent a notice of the Data Incident;
3. Certifying plaintiff Daniel Goodwin as the representative of the Settlement Class;
4. Approving John Nelson of Milberg Coleman Phillips Grossman, PLLC, as class counsel;
5. Approving the form, method, and timing of giving notice to the Settlement Class of this action and the proposed Settlement Agreement pursuant to C.R.C. Rule 3.769(f); and
6. Setting a hearing date for the Final Fairness Hearing pursuant to C.R.C. Rule 3.769(e) for Wednesday, January 7, 2026, at 3:00 p.m. in Department 17.

The Motion for Final Approval shall definitively state the following items omitted from the moving papers and the Settlement Agreement: (1) the net settlement amount to be paid out by Defendant in addition to the approximated aggregate amount; (2) the Class

Representative Service Award amount; and (3) the total Costs of Claims Administration.

Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement is signed by the Court and routed to the Clerk's Office for further processing.

For reference purposes, the Court's previously published tentative ruling follows:

The Court **GRANTS** Plaintiff Daniel Goodwin's ("Plaintiff") motion for preliminary approval of class action settlement pursuant to California Rules of Court ("C.R.C."), Rules 3.769(c) for an order:

1. Preliminarily approving the parties' proposed class action settlement agreement of this matter (the "Settlement Agreement") pursuant to C.R.C. rule 3.769(c);
2. Certifying the class per C.R.C. Rule 3.768(d) as all individuals in the United States sent a notice of the Data Incident. ("the "Settlement Class");
3. Certifying plaintiff Daniel Goodwin as the representative of the Settlement Class;
4. Approving John Nelson of Milberg Coleman Phillips Grossman, PLLC, as class counsel;
5. Approving the form, method, and timing of giving notice to the Settlement Class of this action and the proposed Settlement Agreement pursuant to C.R.C. Rule 3.769(f); and
6. Setting a hearing date for the Final Fairness Hearing pursuant to C.R.C. Rule 3.769(e) for Wednesday, **January 7, 2026**, at 3:00 p.m. in Department 17.

As noted below, the Motion for Final Approval shall definitively state the following items omitted from the moving papers and the Settlement Agreement: (1) the net settlement amount to be paid out by Defendant in addition to the approximated aggregate amount; (2) the Class Representative Service Award amount; and (3) the total Costs of Claims Administration.

I. PROCEDURAL HISTORY

Plaintiff Goodwin brought this class action against Defendants Word & Brown Insurance Administrators, Inc. regarding a data breach that occurred on or about October 23, 2024, which compromised the personal identifying information of approximately 3,200 individuals. (Memorandum of Points & Authorities ["MPA"], 2:9-16.) Plaintiff's causes of action included: (1) Negligence; (2) Unjust Enrichment; (3) Violation of the Unfair Competition Law; and (4) Violation of the California Consumer Privacy Act ("CCPA"). (*Id.* at 1:9-13.) Shortly after commencing this action, the parties discussed early resolution on the claims brought. (*Id.* at 2:16-20.) After the parties engaged in informal discovery and several arm's-length negotiations, the parties reached a class settlement reflected under the parties' proposed Settlement

Agreement. (*Id.* at 2:16-28; Nelson Decl., Exhibit 2.) Plaintiff now moves for preliminary approval of the class action settlement. (*Id.* at 2:3-8.)

II. ANALYSIS

Legal Standard for Preliminary Approval

A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing. (C.R.C., Rule 3.769(a).) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. (C.R.C., Rule 3.769(c).) The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (*Ibid.*) The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (C.R.C., Rule 3.769(d).) If the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing. (C.R.C., Rule 3.769(e).) The court must determine the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

Plaintiff's Motion for Preliminary Approval

Class Members

“Settlement Class” means “all individuals in the United States sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) WBIA and WBIA’s parents, subsidiaries, affiliates, officers and directors, and any entity in which WBIA has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.” (Settlement Agreement, p. 7, ¶ 1.25.)

Aggregate Settlement

Neither the Motion nor the Settlement Agreement states the Gross Settlement Amount to be paid out by the parties, but the Settlement Agreement places an “Aggregate Cap” of the total financial responsibility of Defendant to be \$330,000.00. (Settlement Agreement, pp. 12-13, ¶ 2.7.) The Motion for Final Approval shall state more definitively the net settlement amount to be paid out by Defendant.

Class Members will be paid out up to \$1,500.00 per claim. (*Id.* at p. 9, ¶ 1.33.) Alternatively, the Class Members may choose a cash payment of \$45.00. Settlement Class Members are also eligible to receive two years of identity-theft protection and credit monitoring services, which include credit monitoring through IDX Identity Theft Protection, dark web monitoring, identity restoration and recovery services, and \$1,000,000.00 identity theft insurance with no deductible. (*Ibid.*)

Claims Administrator

The parties have agreed to CPT Group as Claims Administrator. (Settlement Agreement, p. 3, ¶ 1.3.) The Settlement Agreement failed to state what the estimated Costs of Claims Administration would be, but CPT Group estimates that providing notice and administrative services would be approximately \$20,500.00. (MPA, 5:25-27.) Paragraph 2.6 of the Settlement Agreement states that “all costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by WBIA,” but fails to actually include Paragraphs 8.1 and 8.2 in the Settlement Agreement which continues from Paragraph 7.4 straight to 10.1 and deletes any provisions in between. (Settlement Agreement, pp. 12-13, 22, ¶ 2.6.)

Attorney Fees and Costs

Class Counsel fees and costs will be up to \$110,000.00. (Settlement Agreement, p. 19, ¶ 6.2.)

Class Representative Service Payment

Plaintiff is Class Representative. (Settlement Agreement, p. 7, 1.23.) The Settlement Agreement fails to describe Plaintiff’s service payment as Class Representative.

Fair, Adequate, and Reasonable

A presumption of fairness exists where: 1) the settlement is reached through arm’s length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In making this determination, the court considers all relevant factors including “the strength of [the] 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Prior to settlement, parties engaged in informal discovery and several negotiations. They determined that the proposed settlement was fair and reasonable because it would allow for early resolution of Plaintiff’s claims. Plaintiff’s counsel argues that the settlement is presumptively fair because it was reached after arm’s-length negotiations between the parties, because Plaintiff is represented by experienced Class Counsel, because settlement allows Plaintiff to avoid the inherent risks of litigation, because the amount offered in settlement is fair compared to the

potential recovery at trial, and because the type of personal identifying information that was compromised was provided to Plaintiff and the Court to allow the Court to make an informed decision as to the approval. (MPA, pp. 9-13.) No party has filed any objection or opposition to the preliminary approval motion.

Notice

Per California Rules of Court, rule 3.769(e), “if the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing.” Additionally, rule 3.769(f) states that, “if the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.”

The proposed notice attached to the Settlement Agreement as Exhibits A-C appears thorough and sufficient to adequately notify Class Members pursuant to Rule 3.769.

III. CONCLUSION

Subject to the conditions stated above, preliminary approval and certification of the class, the Settlement Agreement, and class notice is **GRANTED**. The Final Fairness Hearing is hereby set for **Wednesday, January 7, 2026, at 3:00 p.m.** in Department 17. The Court will sign the proposed order lodged with the motion.

Hearing Events/Documents Filed:

The Court announces its tentative ruling.

The Court adopts its previously published tentative ruling.

Party appeared by audio and/or video; John Nelson

Signed Order Routed; Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, signed and dated October 22, 2025

-End of Minute Order-

Next Hearing(s) - Information current as of October 23, 2025:

December 11, 2025, 3:00 PM

Case Management Conference

Courtroom 17

Hon. Gaskell, Jane

January 07, 2026, 3:00 PM

Other Hearing

Courtroom 17

Hon. Gaskell, Jane

For more information, please contact the Clerk's Office at (707) 521-6500 during official business hours.

www.sonoma.courts.ca.gov