

CIVIL DIVISION

JUSTIN ZOBEL, *individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

YOUTH AND SHELTER SERVICES, INC.,

Defendant.

Case No. CVCV054132

PRELIMINARY APPROVAL ORDER

THIS CAUSE comes before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law, filed April 27, 2026.¹ Plaintiffs' unopposed Motion for Preliminary requests entry of an order (a) granting Preliminary Approval of the proposed Settlement; (b) provisionally certifying the Settlement Class for settlement purposes; (c) appointing Plaintiff as Class Representative; (d) appointing Jeff Ostrow of Kopelowitz Ostrow, P.A. as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice Program; (f) approving the Claim Form and the Claim Process; (g) appointing Simpluris, Inc. as the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached as Exhibit A to the Motion for Preliminary Approval.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and the Class Representative, Class Counsel, and Settlement Administrator should be appointed.

Accordingly, the Court hereby **GRANTS** the Motion for Preliminary Approval and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes.** The Settlement Agreement provides for a Settlement Class defined as follows:

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge. The Settlement Class consists of approximately 20,000 individuals.

Pursuant to Iowa Rule of Civil Procedure Rule 1.271, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because the Settlement Class meets all of the requirements of Rules 1.261 through 1.263. Specifically, the Court finds for settlement purposes only that (a) the Settlement Class is so numerous that joinder of all Settlement Class Members

would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts, and the Class Representative seeks similar relief as the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class, as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representative and Class Counsel.** The Court finds that Plaintiff will likely satisfy the requirements of Rule 1.263(2) and should be appointed as the Class Representative. Additionally, the Court finds that Jeff Ostrow of Kopelowitz Ostrow, P.A. satisfies the requirements of Rule 1.263(2) and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court applies Rule 1.271 and the factors of *Van Horn v. Trickey*, 840 F.2d 604, 607 (8th Cir. 1988),² keeping in mind “that ‘voluntary settlement of legal disputes should be encouraged, with the terms of settlement not inordinately scrutinized.’” *Wright*, 2021 Iowa Dist. LEXIS 4, *3

² “Iowa Rule of Civil Procedure 1.271 does not specify a particular standard concerning approval of class action settlement agreements.” *Wright v. Veridian Credit Union*, 2021 Iowa Dist. LEXIS 4, *2–3. Accordingly, Iowa’s Supreme Court has “rel[ied] on federal case law construing Federal Rule of Civil Procedure 23(e)” to determine “‘whether the settlement is fair, reasonable and adequate.’” *Id.* (quoting *City of Dubuque v. Iowa Tr.*, 587 N.W.2d 216, 222 (Iowa 1998)) (applying *Van Horn* factors to approve settlement under Rule 1.271).

(quoting *Iowa Tr.*, 587 N.W.2d at 221). The Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class equitably, and that all of the other factors required by Rule 1.271 and relevant case law are satisfied.

4. **Jurisdiction.** The Court has subject matter jurisdiction over this Action and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to Iowa Code § 616.17 and § 616.18.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on August 3, 2026, at 10:00 a.m. at the Story County Courthouse, 1315 South B Ave, Nevada, Iowa 50201, at which time the Court will determine, among other things, whether (a) this Action should be finally certified as a class action for settlement purposes pursuant to Rule 1.262; (b) the Settlement should be finally approved as fair, reasonable, and adequate, pursuant to Rule 1.271; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves from the Settlement should be bound by the Releases set forth in the Settlement Agreement; and (e) the Application for Attorney's Fees, Costs, and Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for disseminating Notice and administering the Settlement, including distributing Settlement Class Member Benefits. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will

be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as *Exhibits 1, 2, and 3* are hereby approved. Non-material modifications to the forms of Notice may be made by the Settlement Administrator in consultation and agreement with the Parties, without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed forms, contents, and methods of giving Notice to the Settlement Class as described in the Notice Program and the Settlement 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 or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Iowa Rule of Civil Procedure Rule 1.271(3); and (e) and meet the requirements of the Due Process Clauses of the United States and Iowa Constitutions. The Court further finds that the forms of Notice provided in the Settlement Agreement are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Opting-Out of the Settlement Class.** Members of the Settlement Class may opt-

out of the Settlement Class at any time prior to the Opt-Out Deadline (30 days before the initially scheduled Final Approval Hearing) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim.

Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

10. **Objecting to the Settlement.** A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objector must submit the objection no later than the Objection Deadline (30 days before the initially scheduled Final Approval Hearing), as specified in the Notice, and must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage

prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

For an objection to be considered by the Court, it must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm

- has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - g. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and
 - h. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

11. **Claim Process and Distribution Plan.** The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefit, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

12. **Termination of the Agreement; Use of this Preliminary Approval Order.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

13. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

14. **Jurisdiction Pending Settlement Approval.** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the

Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

15. **Summary of Deadlines.** The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets

the following schedule of events:

Event	Date
Notice Date (Notice Program Begins)	No later than 20 days after Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	<u>August 3, 2026, at 10:00 am</u>



State of Iowa Courts

Case Number
CVCV054132

Case Title
(JMI) JUSTIN ZOBEL VS YOUTH AND SHELTER SERVICES,
INC
OTHER ORDER

Type:

So Ordered

Jennifer Miller, District Court Judge
Second Judicial District of Iowa

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