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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF RIVERSIDE**

15 ANA FUENTES, individually and behalf
16 of others similarly situated,

17 Plaintiff,

18 v.

19 FESMIRE & WILLIAMS, ATTORNEYS
20 AT LAW and DOES 1 through 100,
21 inclusive,

22 Defendants.

Case No. CVRI2300506

CLASS ACTION

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 17 2024

E. Escobedo

23 This matter, having come before the Superior Court of the State of California, in and for
24 the County of Riverside, at 8:30 a.m. on May 17, 2024 in Department 1 with Cole & Van Note
25 appearing as counsel for Representative Plaintiff Ana Fuentes, individually, and on behalf of the
26 Plaintiff Class, and Murphy, Pearson, Bradley & Feeney, P.C. appearing as counsel for defendant
27 Fesmire & Williams, Attorneys at Law and Does 1 through 100 ("Fesmire & Williams" or
28 "Defendant"). The Court, having carefully considered the briefs, argument of counsel, and all
matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiff's Motion for
Preliminary Approval of Class Action Settlement.

1 **IT IS HEREBY ORDERED THAT:**

2 1. Named Plaintiff's Motion for Preliminary Approval of Class Action Settlement is
3 GRANTED. The terms defined in the Settlement Agreement shall have the same meanings in this
4 Order.

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

7 "[T]he estimated 9,914 individuals who received data breach notification letters
8 from Defendant related to the Data Breach."

9 Excluded from the Settlement Class are Class Members who submit a valid and timely Request
10 for Exclusion.

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

20 4. The Court hereby appoints Plaintiff, Ana Fuentes, as Class Representative for the
21 Settlement Class.

22 5. The Court hereby appoints Scott Edward Cole of Cole & Van Note as Class
23 Counsel.

24 6. The terms of the Settlement, including its proposed release, are preliminarily
25 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
26 providing notice of the Settlement to the Settlement Class in accordance with the notice plan, and
27 are subject to further and final consideration at the Final Approval Hearing provided for below. In
28

1 making this determination, the Court considered the fact that the Settlement is the product of arm's-
2 length negotiations facilitated by a neutral mediator and conducted by experienced and
3 knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the
4 Settlement Class, and the risk and benefits of continuing litigation to the Parties and the Settlement
5 Class.

6 7. 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 conditionally certified for settlement purposes only, with no
11 admission of liability or merit as to any issue, and no prejudice or impact as to any Party's position
12 on the issue of class certification or any other issue in the case.

13 8. The Court appoints CPT Group as the Settlement Administrator. The nature of the
14 services that The responsibilities of the Settlement Administrator will be required to perform are
15 set forth in the Settlement Agreement.

16 9. The Court has considered the Class Notice provisions of the Settlement, and the
17 Class Notices attached as **Exhibit A** and **Exhibit B** to this Order. The Court finds that the direct
18 emailing and/or mailing of Notice in the manner set forth in the notice plan is the best notice
19 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and
20 this Order to all persons entitled thereto, and is in full compliance with applicable law and due
21 process. The Court approves as to form and content the Long-Form Class Notice, Short-Form
22 Class Notice, and the Exclusion Form and the Objection Forms in the forms attached as **Exhibit**
23 **A**, **Exhibit B**, and **Exhibit C** and **Exhibit D** respectively to this Order. The Court orders the
24 Settlement Administrator to commence the notice plan following entry of this Order in accordance
25 with the terms of the Settlement Agreement.

26 10. Each person wishing to opt out of the Settlement Class must individually sign and
27 timely mail written notice of such intent to the Settlement Administrator
28 at the address set forth in the Class Notice. The written notice must clearly

1 manifest the Settlement Class Member's intent to be excluded from the Settlement Class. The
2 Settlement Class Member may use the exclusion form provided with the Class Notice. To be
3 effective, written notice must be postmarked no later than 60 days after the Class Notice Date. The
4 Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
5 Final Approval of Class Action Settlement, authenticating a copy of every exclusion form it
6 received.

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

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

12 13. Each Settlement Class Member desiring to object to the Settlement must submit a
13 timely written notice of his or her objection to the Court, Settlement Administrator, Class Counsel
14 and Defense Counsel at the addresses set forth in the Class Notice. Such notice must include: (i)
15 the objector's full name, current address, current telephone number, and be personally signed, (ii)
16 the case name and number—*Fuentes v. Fesmire & Williams*, Case No. CVRI2300506, (iii)
17 documentation sufficient to establish membership in the Class, (iv) a statement of the position(s)
18 the objector wishes to assert, including the factual and legal grounds for the position, (v) provide
19 copies of any other documents that the objector wishes to submit in support of his/her position,
20 (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing, and (v)
21 whether the objecting Class Member is represented by counsel and, if so, the name, address, and
22 telephone number of his/her counsel.

23 14. To be timely, written notice of an objection in appropriate form must be mailed to
24 the Settlement Administrator and postmarked no later than 60 days after the Class Notice Date.
25 The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
26 Final Approval of Class Action Settlement, authenticating a copy of every objection it received.

27 15. Unless otherwise ordered by the Court, any Settlement Class Member who does not
28 timely object in the manner prescribed above shall be deemed to have waived all such objections

1 and shall forever be foreclosed from making any objection to the fairness, adequacy, or
2 reasonableness of the Settlement, including its releases, the Final Approval Order and Judgment
3 approving the Settlement, Plaintiff's Counsel's Fees and Expenses and Service Awards to Plaintiff.

4 16. The Court will hold a Final Approval Hearing on August 30, 2024, at 8:30a.m., at
5 the Riverside County Superior Court, 4050 Main Street, Riverside, CA 92501, Department 1, to
6 consider: (a) whether certification of the Settlement Class for settlement purposes only should be
7 confirmed, (b) whether the Settlement should be approved as fair, reasonable, adequate and in the
8 best interests of the Settlement Class, (c) the application by Plaintiff's Counsel for an award of
9 attorneys' fees, costs and expenses as provided for under the Settlement, (d) the application for
10 Plaintiff's Service Award, as provided for under the Settlement, (e) whether the release of
11 Released Claims as set forth in the Settlement should be provided, (f) whether the Court should
12 enter the [Proposed] Final Order and [Proposed] Judgment, and (g) ruling upon such other matters
13 as the Court may deem just and appropriate. The Final Approval Hearing maybe continued or
14 adjourned by order of the Court. The Settlement Administrator will provide notice to any objecting
15 party of any continuance of the motion for final approval.

16 17. No later than 16 court days prior to the Final Approval Hearing, Plaintiff shall file
17 her Motion for Final Approval of Class Action Settlement and her Motion for Award of Attorneys'
18 Fees and Expenses and Plaintiff's Service Award. No later than five court days prior to the Final
19 Approval Hearing, Plaintiff may file a Reply Brief in Support of Motion for Final Approval of
20 Class Action Settlement Agreement and a Reply Brief in Support of Motion for Award of
21 Attorneys' Fees and Expenses and Plaintiff's Service Award, including as needed to respond to
22 any valid and timely objections.

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


Event	Timing
Class Notice Date	Within 10 days after entry of this Order
Request for Exclusion Deadline	60 days after the Class Notice Date
Objection Deadline	60 days after the Class Notice Date
Motion for Final Approval filing Deadline	16 court days prior to the Final Approval Hearing

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Final Approval Hearing	August 30, 2024 at 8:30 a.m. [approx. 100 days after Preliminary Approval, or shortly thereafter]
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IT IS SO ORDERED.

Dated: 5/12/24

By: 
Judge Harold W. Hopp

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF RIVERSIDE**

Fuentes v. Fesmire & Williams, Attorneys at Law Case No. CVRI2300506

To: All individuals identified by Fesmire & Williams, Attorneys at Law (“F&W”) and to whom Fesmire & Williams, Attorneys at Law (“F&W”) sent notice on or about September 27, 2022, that their information may have been impacted in the Data Security Incident, defined below.

A proposed Settlement has been reached in the class action lawsuit titled, *Fuentes v. Fesmire & Williams, Attorneys at Law*, No. CVRI2300506 (Riverside County Superior Court). **The Court has not yet approved this Settlement. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable. Any final determination of those issues will be made at the final hearing.** The lawsuit asserts claims against Defendant F&W related to a security incident that occurred on November 17, 2021, and about which Defendant notified potentially impacted individuals on September 27, 2022 (the “Data Security Incident”). Defendant denies all the claims and denies that it did anything wrong.

The Settlement offers payments and identity-theft protection to all individuals in the United States to whom Defendant sent Notice of a Data Security Incident that was discovered on or about November 17, 2021, and involved unauthorized individuals gaining access to F&W’s information network which contained Personal Identifying Information and/or Protected Health Information belonging to impacted individuals (“Settlement Class”). Through this settlement, Class Members may be eligible to **receive a cash payment of \$25.00.**

If you are a Settlement Class Member, your options are:

DO NOTHING:	You will receive \$25 and will no longer be able to sue Defendant over the claims resolved in the Settlement.
EXCLUDE YOURSELF:	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.
OBJECT:	If you do not exclude yourself, you may fill out the enclosed objection form and return it to the Settlement Administrator as instructed. The Court may reject your objection. You will receive \$25 if the Settlement is approved.

The Court must give final approval to the Settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved. **Please review this Notice carefully.** You can learn more about the Settlement by visiting www.fws.com or by calling 1-800-XXX-XXXX.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

Settlement Class Members are eligible to receive payment from a proposed Settlement the Lawsuit. The court overseeing the Lawsuit pending in the Superior Court of California, County of Riverside authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Lawsuit about?

The proposed class action lawsuit brought on behalf of certain current and former F&W clients and third parties who shared information with the firm whose information may have been accessed and exfiltrated by unauthorized individuals as part of the Data Security Incident. The Data Security Incident potentially affected certain personal information of current and former F&W employees, and customers.

The Lawsuit claims Defendant is legally responsible for the Data Security Incident and asserts various legal claims, including negligence, and seeks injunctive and other equitable relief. Defendant denies these claims and denies that it did anything wrong.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the "Class" and each individual is a "Class Member." There is one Representative Plaintiff in this case: Ana Fuentes. The class in this case is referred to in this Notice as the "Settlement Class."

4. Why is there a Settlement?

The Representative Plaintiff in the Lawsuit, through her attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiff's claims or Defendant's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiff and the Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined by the Court as all persons residing in the United States to whom Defendant sent Notice of a Data Security Incident that was discovered on or about November 17, 2021, and involved an unauthorized persons gaining access to certain email account that contained Personal Identifying Information and/or Personal Health Information. Excluded from the Settlement Class is any judge presiding over the Litigation and any members of their first-degree relatives, judicial staff, and persons who timely and validly request exclusion from the Settlement Class.

6. *What are the terms of the Settlement?*

The proposed Settlement provides relief to all Settlement Class Members unless they exclude themselves from the settlement. The key terms of the Settlement are that each Settlement Class Member will receive a cash payment of \$25. Additionally, Class Counsel will ask the Court to approve the reimbursement of attorneys' fees, litigation costs and the costs necessary to administer the settlement in the amount of \$150,000. Class Counsel will also ask the Court to approve a Service award to the Representative Plaintiff of \$2,250. The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident, as detailed in the Class Settlement Agreement and Release.

The Settlement Agreement was filed at the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501, in Department 1 as an exhibit to the Corrected Declaration of Scott Edward Cole, Esq., on May 3, 2024. You may view the Settlement Agreement on the Court's website at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident. The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release, and include (i) any and all claims or causes of action alleged in the Action and/or relating to or arising from the Data Breach in any way, and (ii) any and all claims or causes of action related to or arising from Defendant's policies and procedures related to the protection of its firm email account from the data breach.

Your Options as a Settlement Class Member

8. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 10 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 14 below for instructions on how to submit an objection.

9. *What happens if I do nothing?*

If you do nothing, you will receive a \$25 cash payment from the Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

10. *How do I exclude myself from the Settlement?*

To opt out of the Settlement you must make a signed, written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must submit your request through the Settlement website (www.com) or mail your request to this address:

CPT Group
[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]

Your request must be submitted online or postmarked by **[INSERT DATE, 2024]**.

11. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any award. However, you will also not be bound by any judgment in this Lawsuit.

12. *If I do not exclude myself, can I sue Defendant for the Data Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. *How do I object to the Settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be made using the enclosed Objection Form and must be mailed to the Settlement Administrator at the mailing address listed below. Your objection

must be postmarked no later than the objection deadline, [INSERT OBJECTION DEADLINE, 2024]:

Settlement Administrator

CPT Group
ADDRESS
ADDRESS

To object, please use the Objection Form included with this Notice and include all information requested on the form.

You may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Court Approval of the Settlement

14. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for , 202 at a.m./p.m. at Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501, in Department 1. Please visit the Court's website at <https://www.riverside.courts.ca.gov/> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who attend the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.courtoperations.com or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <http://www.cod.uscourts.gov/CourtOperations/PACER.aspx> to confirm the schedule if you wish to attend.

15. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the Settlement and/or wish to appear in person. It is not necessary to appear in person in order to make an objection. The Court will consider any written objections properly submitted according to the instructions in Question 13. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

16. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, F&W will deposit with the Settlement Administrator sufficient funds to pay approved claims, after which you will receive your payment unless you elect to exclude yourself from the settlement.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

17. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiff, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendant

18. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Scott Edward Cole, COLE & VAN NOTE, 555 12th Street, Suite 2100, Oakland, California 94607; (510) 891-9800.

Settlement Class Members will not be charged for the services of Settlement Class Counsel. Settlement Class Counsel will be paid subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

19. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees, costs of litigation and costs of settlement administration of up to \$150,000. Settlement Class Counsel will also request approval of a service award of \$2,250 for the Representative Plaintiff.

20. *Who represents Defendant in the Lawsuit?*

Defendant is represented by the following lawyer: John P. Girarde, MURPHY, PEARSON, BRADLEY & FEENEY, P.C., 580 California Street, Suite 1100, San Francisco, CA 94104

For Further Information

21. *What if I want further information or have questions?*

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release available at www.com, by contacting Settlement Class Counsel at the phone number provided in response to Question 18 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access system at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access> or by visiting the Office of the Clerk Superior Court of California, County

of Riverside, 4050 Main Street, Riverside, CA 92501, between 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

CPT Group will act as the Settlement Administrator for the Settlement. You can contact the Settlement Administrator at:

[INSERT CONTACT INFO FOR SETTLEMENT ADMINISTRATOR]

Please do not contact the Court.

Exhibit B

Postcard Notice

Front of Postcard:

Fesmire & Williams, Attorneys at Law, Settlement Administrator
45841 Oasis Street, Suite 2
Indio, CA 92201

Unique ID <<UNIQUEID>>

If you were notified of a Data Security Incident involving Fesmire & Williams, Attorneys at Law, you may be entitled to a \$25 cash payment from a settlement.

Back of Postcard:

A proposed settlement has been reached in the class action lawsuit against Fesmire & Williams. (hereinafter "F&W" or "Defendant") related to a security incident that occurred on November 17, 2021, about which Defendant discovered on November 17, 2021, and thereafter notified potentially impacted individuals on September 27, 2022. The lawsuit claims Defendant is legally responsible for the Data Security Incident, where personally identifiable information stored within Defendant's information network may have been accessed and exfiltrated by unauthorized individuals. The lawsuit asserts various legal claims, including negligence and breach of the Unfair Competition Act. Defendant denies these claims and denies that it did anything wrong. The Settlement Agreement was filed at the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501, in Department 1 as an exhibit to the Corrected Declaration of Scott Edward Cole, Esq., on May 3, 2024. You may view the Settlement Agreement on the Court's website at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

You are receiving this Notice because you may be a Settlement Class Member. The Settlement Class is defined by the Court as all persons residing in the United States to whom Defendant sent Notice of a Data Security Incident that was discovered on or about November 17, 2021, and involved an unauthorized person gaining access to Defendant's information systems that contained sensitive information. **The Court has not approved of this Settlement. The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable. Any final determination of those issues will be made at the final hearing.**

Under the terms of the settlement, you can recover a cash payment of \$25.

If you do nothing, and if the settlement is approved by the Court, a check in the amount of \$25 will be sent to your last known address. Alternatively, you may exclude yourself or object to the Settlement on or before **DATE, 2024**. If you do not exclude yourself from the Settlement, you will remain in the Class, receive the cash payment and will give up the right to sue the Defendant over the claims resolved in the Settlement. If you do nothing, you will release all claims as described in the Class Settlement Agreement in Release, including (i) any and all claims or causes of action alleged in the Action and/or relating to or arising from the Data Breach in any way, and (ii) any and all claims or causes of action related to or arising from Defendant's policies and procedures related to the protection of its firm -mail account from the data breach. **A summary of your rights under the Settlement and instructions regarding how to**

submit a claim, exclude yourself, or object are available at www.XXXXXXXXXXX.com. An Objection Form has been included with this Notice.

The Court will hold a Final Approval Hearing on **MONTH DAY, 2024, at X:XX X.m.** at the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501, in Department 1. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary. It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.XXXXXXXXXXX.com.

This Notice is a summary. The Settlement Agreement and more information about the lawsuits and Settlement are available at www.XXXXXXXXXXX.com or by calling toll-free **1-XXX-XXX-XXXX**.

Exhibit C

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT
Fuentes v. Fesmire & Williams, Attorneys at Law
Riverside County Superior Court, Case No. CVRI2300506

Please fill out this Form only if you do not wish to participate in the Settlement. If you choose to return this Form, the deadline for mailing the completed Form is [insert date 60 days from date of mailing of Class Notice].

I. CLAIMANT IDENTIFICATION

_____ (Name)

_____ (Street Address)

(_____) _____ - _____
(Telephone number)

_____ (City, State, Zip)

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I have carefully read the Notice of Pendency of Class Action, Preliminary Approval of Settlement and Hearing for Final Approval in this matter, and that I wish to be excluded from the Settlement. I understand this means that I will not receive any money or other benefits under the terms of the Settlement.

If you have any questions about this Request for Exclusion or your rights under the Settlement, you may contact Class Counsel at the address and telephone number below:

Scott Edward Cole, Esq.
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
Tel: (510) 891-9800
Fax: (510) 891-7030
sec@colevannote.com

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator on or before [insert date 60 days from date of mailing of Class Notice], at the address listed below:

CPT Group
[insert request for exclusion mailing address]

IV. SIGNATURE

Please sign and date below, and print your name in the space provided.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: ____ / ____ / ____

(Signature)

(Print Name)

Exhibit D

**Your Objection
Form must be
postmarked by:
XXXXXXXX**

**CALIFORNIA SUPERIOR COURT
COUNTY OF RIVERSIDE**
Fuentes v. Fesmire & Williams, Attorneys at Law
Case No. CVRI2300506
www.XXXXXXXXXX.com

FCP_OBJ

Objection Form

I want to object to the Settlement in *Fuentes v. Fesmire & Williams, Attorneys at Law*, Case No. CVRI2300506 but remain a member of the Class. I understand that if I object to or comment on the Settlement, I am still eligible for benefits.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

DO NOT FILE THIS FORM IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT

I. YOUR INFORMATION

First Name

Last Name

Street Address

City

State

Zip Code

Email address

Telephone number

II. OBJECTION

What are the reasons you object to the Settlement? Please provide any supporting materials.

Does your objection apply only to you, to a specific subset of the class or the total class?

Have you (or your counsel, if applicable) previously made objections to a class action settlement?

YES NO

If yes, how many times have you (or your counsel) previously made objections? (Please provide the caption of each case in which you (or your counsel) have made an objection).

Have you sold or otherwise transferred the right to your recovery in this Action to another person or entity?

YES NO

If so, please indicate that person or entity.

Are you represented by an attorney?

YES NO

If so, please supply their name and contact information below:

III. SIGNATURE

Your signature

Date

You must submit your objection to the Claims Administrator by mailing it to the address below. Your objection must be filed or postmarked no later than XXXXXXX.

CPT Group
ADDRESS
ADDRESS
ADDRESS