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30-2021-01213556-CU-MC-CXC - ROA # 183 - DAVID H. YAMASAKI, Clerk of the Court By G. Ramirez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEANPAUL MAGALLANES, JENNIFER GALLUZZO, on behalf of himself and all others similarly situated, Plaintiff, vs. DISCOVERY PRACTICE MANAGEMENT, INC., a California Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2021-01213556-CU-MC-CXC **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF A SETTLEMENT CLASS** *Hon. Judge Layne H. Melzer* Date: August 7, 2025 Time: 2:00 p.m. Dept: CX102

Before the Court is the unopposed Motion for Preliminary Approval of the proposed Class Action Settlement between Plaintiffs JeanPaul Magallanes and Jennifer Galluzzo (collectively referred to as "Plaintiffs") and Defendant Discovery Practice Management, Inc. ("DPM" or "Defendant") on behalf of a proposed Class defined as "*All persons who received notice via First Class Mail from DPM that their information was potentially compromised*" (the "Class"). The parties to the Settlement respectfully request that the Court enter an order finding:

1) certification of the Settlement Class for settlement purposes only pursuant to Settlement Agreement ¶ 2.7 ("S.A." Exhibit 1 to "Exhibits to Supplemental Brief in Further Support of Preliminary Approval" (ROA 169));
2) preliminary approval of the Settlement Agreement as set forth herein;

3) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Awards and Attorneys' Fees and Costs;

4) appointment of Proposed Class Counsel as Class Counsel;

5) appointment of Representative Plaintiffs as Class Representatives;

6) approval of a customary form of short notices to be mailed to Settlement Class Members ("Short-Form Notice") substantially similar to the ones attached to S.A. as **Exhibit B**, and a customary long form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached to S.A. as **Exhibit C**, which together shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

7) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and

8) approval of a claim form substantially similar to that attached to S.A. as **Exhibit A**.

Having reviewed and considered the parties' proposed Settlement Agreement and the unopposed Motion for Preliminary Approval of the Class Action Settlement and having heard and considered the oral argument of counsel, the Court makes the findings and grants the relief set forth below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and conditions set forth in this Order. All terms and phrases in this Order shall have the same meaning as they are defined in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, pursuant to California Code of Civil Procedure Section 382 and California Rules of Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the Settlement Agreement only, a class consisting of defined as "All persons who received notice via First Class Mail from DPM that their information was potentially compromised" (the "Class"), with exclusisons as set forth in the Settlement Agreement.; (b) appoints Plaintiffs as the representatives of the Class; and (c) finds Class Counsel will fairly and adequately protect the interests of the Class and appoints Mark D. Potter and James M. Treglio of Potter & Handy, LLP as lead counsel for the Class ("Class Counsel").

2. The Settlement Agreements provides multiple components of monetary relief and non-monetary relief and protection to Plaintiffs and the Class, including:

- The Court approves that all Settlement Class Members will be provided access to CyEx's Identity Defense Total Service, free of charge, for a period of 3 years from activation of the service, without the need to submit a Claim Form. Financial fraud coverage will be provided through CyEx's Identity Defense Total Service. Enrollmenet must be completed within sixty (60) days of the Notice Commencement Date, except that for any Settlement Class Member whose Notice is re-mailed by the Claims Administrator as set forth in ¶ 9.3 of the Settlement Agreement, the enrollment deadline shall be extended by forty-five (45) days. CyEx shall activate the Identity Defense Total Service within thirty (30) days of the Court's final approval of the settlement.
- The Court approves the remedial measures by DPM to address and improve the security of PII and PHI in its possession. Prior to the data security incident and the litigation, DPM had employed data security measures, which DPM contends were adequate, reasonable and legally compliant.
- The Court approves payment of up to one hundred and thirty thousand dollars, and no cents ($130,000) to Class Counsel for attorneys' fees, costs, and expenses.
- The Court approves payment of service award in the amount of five thousand dollars, and no cents ($5,000) to each of the Representative Plaintiffs.
- The Court approves payment of approximately forty-six thousand, four hundred and thirty-four dollars ($46,434), and shall not exceed fifty-thousand dollars ($50,000) to Settlement Administrator.
- All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for the out-of-pocket losses and lost time in the amount of up to two hundred and fifty dollars and no cents ($250.00) per Settlement Class Member.
- The Court approves reimbursement of each Settlement Class Member in the amount of his or her proven loss, in the amount of up to one thousand dollars and no cents ($1,000.00) per claim for unreimbursed fraudulent charges or out-of-pocket losses not covered by the above, incurred as a result of, or in resolving issues and losses caused by the Data Incident.

3. The Court also finds that the requirements of California Rules of Court, Rule 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves the Settlement of the action set forth in the Settlement Agreement as being fair, just, reasonable, and

adequate to the Class and its members, subject to further consideration at the Final ApprovalHearing.

4. The Court appoints EAG Gulf Coast, LLC as the Settlement Administrator.

5. Defendant is ordered to provide the Settlement Administrator the list of Class Members containing date of birth information for members of the Class as provided for in the Settlement Agreement.

6. The Court approves, as to form and content, the Claim Form, Short-Form and Long-Form Class Notices, attached as Exhibits A, B, and C, respectively, to the Settlement Agreement. The Court finds that distribution of the Notice of Settlement, in the manner set forth in this Order and the Settlement Agreement, is reasonably calculated to apprise the Class members, constitutes the best notice practicable under the circumstances, and constitutes valid, due and sufficient notice to all members of the Class, complying fully with the requirements of Section 382 of the California Code of Civil Procedure, California Rules of Court, Rules 3.766 and 3.769, and any other applicable laws.

7. The Class Notice, attached as Exhibit B to the Settlement Agreement, shall be disseminated by the Settlement Administrator in the manner and form approved by this Court within no later than forty-five (45) days of this Order granting Preliminary Approval of the Settlement, as set forth in Paragraps 1.15 and 9.2 of the Settlement Agreement.

8. A hearing (the "Final Approval Hearing") shall be scheduled to be held before this Court at 751 W. Santa Ana Blvd., Santa Ana, CA 92701 on February 5, 2026 at 2:00 p.m. in Department CX102 of this Court. At the Final Approval Hearing, the Court shall determine:

a) Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair, reasonable, adequate, and in the best interests of the Class;

b) Whether Judgment, as provided for in the Settlement Agreement, should be entered granting final approval of the Settlement; and

c) Whether and in what amounts of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, as provided for in the Settlement Agreement, shall be paid from the Settlement Fund.

9. Any member of the Class who desires to be excluded from the Class, and therefore not bound by the terms of the Settlement Agreement, may request exclusion from the settlement in this Action by mailing a request in writing to the Settlement Administrator at the address set forth in the Class Notice, personally signed, stating the Class Member's full name and current address and stating unequivocally that he/she wishes to be excluded from this class action settlement. Any

request for exclusion must be mailed to the Settlement Administrator and postmarked in the time set forth in the Class Notice, which shall be no later than sixty (60) days after the Class Notice Date. Any member of the Settlement Class who chooses to be excluded and who provides the required information will not be bound by any judgment entered in connection with this Settlement. A list of persons who requested exclusion shall be filed with the Court before the date of the Final Approval Hearing.

10. Any member of the Settlement Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Final Approval Hearing. The names of all persons timely submitting valid Requests for Exclusion shall be provided to the Court

11. Any member of the Settlement Class who desires to object to the Settlement must file any objections and all papers in support of such objections with the Court in the time set forth in the Class Notice, which shall be no later than sixty (60) days after the Class Notice Date. All such written objections shall be mail to the designated members of Class Counsel, Defendant's counsel and the Settlement Administrator at their addresses set forth in the Class Notice. The filing of any objection will not extend the time within which a member of the Settlement Class may file a claim or request for exclusion from the Settlement. To state a valid objection to the Settlement, an objecting Class Member must provide to the Settlement Administrator the following information in his or her written objection: (i) the objector's full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position; (v) whether the objecting Class Member intends to appear at the Final Approval Hearing; and (vi) the name and contact information for all counsel representing the objector; and (vii) the objector's signature under the penalty of perjury.

12. Any objection not submitted as described in Section 5 of the Settlement Agreement, or any objection otherwise not properly or timely filed, will be invalid and the objector will be deemed to have waived any objections, will be foreclosed from making subsequent objections, and the objector shall be bound by the final determination of the Court.

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13. Service of all papers on counsel for the parties shall be made as follows:

To Class Counsel:

James M. Treglio
Potter Handy LLP
100 Pine St., Ste. 1250
San Francisco CA 94111

To Defendant's Counsel:

BAKER & HOSTETLER LLP
Teresa C. Chow, Esq.
1900 Avenue of the Stars, Suite 2700,
Los Angeles, CA 90067

14. Subject to approval of the Court, only a Class Member who has filed and served valid and timely notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") at least fifteen days prior to the Final Approval Hearing or such other date set by the Court and do not request exclusion, may be heard at the Final Approval Hearing.

15. Any Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed form making any objection, and shall be bound be bound by the final determination of the Court regarding the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, adequacy of notice, the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and/or the Judgment.

16. In the event that the proposed Settlement is not approved by the Court, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for ay purposes whatsoever in this civil action or in any other case or controversy; in such even the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice as of the date and time immediately preceding the execution of the Settlement Agreement.

17. The Court reserves the right to adjourn the date of the final approval hearing and any adjournment thereof without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the settlement. The Court may approve the settlement, with such modifications as may be agreed to by the parties to the Settlement Agreement, if appropriate, without further notice to the Class.

18. Pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h), the Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

19. Pending final determination of whether the Settlement Agreement should be approved, neither Plaintiffs nor any Class Member may either directly, representatively, or in any other capacity, commence or prosecute against Defendants any action or proceeding in any court or tribunal asserting any of the claims alleged in the Action filed herein.

20. The case shall proceed pursuant to the following schedule:

Event	**Deadline**	**Date**
Last day for Settlement Administrator to mail Settlement Notice to Class Members	45 days after entry of this Order	_____, 2025
Last day for Class Members to submit claim forms, file objections to settlement or to opt-out of the Class	45 days after the Class Notice Date	_____, 2025
Last day for Class Counsel to file motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses	10 days after the Objection and Opt-Out Deadline	_____, 2025
Last day for the Parties to reply to any objections filed by Class Members	10 days before the Final Approval Hearing	_____, 2025

Hearing on motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses	181 days after entry of this Order	February 5, 2026 at 2:00 p.m. in Department CX102 of this Court

IT IS SO ORDERED.

DATED: August 26, 2025

HON. LAYNE H. MELZER
JUDGE OF THE SUPERIOR COURT