





1           c)     Advised Settlement Class Members of their right to, and process for,  
2 request exclusion from the Settlement;

3           d)     Advised Settlement Class Members of their right to file written  
4 objections to the Settlement, appear at the Final Fairness Hearing, and to state  
5 objections to the Settlement; and  
6

7           e)     Provided the time, date, and place of the Final Fairness Hearing.  
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9           6.     On December 2, 2022, the Court held a Final Fairness Hearing to determine  
10 whether the proposed settlement is fair, reasonable, and adequate, and whether judgment  
11 should be entered dismissing this Litigation with prejudice. The Court reviewed the  
12 Settlement Agreement, Plaintiffs' Final Approval Motion, Plaintiff's Fee Motion, the  
13 Declarations of Elaine A. Ryan and Class Counsel in support thereof, the Declaration of  
14 Cameron R. Azari on Implementation and Adequacy of Notice Plan, the Supplemental  
15 Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Notice Plan,  
16 the declarations supporting these submissions, and Plaintiff's Unopposed Motion for  
17 Preliminary Approval of Class Action Settlement and Certification of Class, and supporting  
18 documents. The Court also considered the oral argument of counsel for Defendants and  
19 Class Counsel and any objectors who appeared.  
20  
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22           7.     Based on this review and the findings below, the Court finds good cause to  
23 grant the Final Approval Motion.  
24

25 **IT IS HEREBY ORDERED AND ADJUDGED as follows:**

26           8.     The Settlement Agreement is fair, reasonable, adequate, and in the best  
27 interest of the Settlement Class Members. The Parties faced significant risks, expense, and  
28

1 uncertainty from continued litigation of the Action, supporting the Court's conclusion that  
2 the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class  
3 Members.  
4

5 9. The Settlement Agreement was negotiated at arm's length, in good faith, and  
6 without collusion, by experienced counsel, with full knowledge of the facts, law, and the  
7 risks inherent in litigating the Action, and with active involvement of the Parties and  
8 facilitated by multiple sessions with an independent mediator who has substantial  
9 experience in data incident class litigation.  
10

11 10. Further, the Settlement Agreement confers substantial benefits on the  
12 Settlement Class Members and is not contrary to the public's interest.  
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14 11. The Court finally and unconditionally grants approval of the Settlement  
15 Agreement, including the Settlement Benefits, the Releases therein, and the procedures for  
16 distributing the funds to Settlement Class Members who made timely and valid claims.  
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18 12. All Settlement Class Members who have not timely excluded themselves  
19 from the Settlement Class are bound by this Final Approval Order and Judgment. This Final  
20 Approval Order and Judgment shall have a *res judicata* effect and bar the Plaintiff and each  
21 Settlement Class Member from bringing any action against Defendants or the Released  
22 Parties asserting any of the Released Claims as provided in the Settlement Agreement.  
23

24 13. The Parties are ordered to carry out their respective obligations under the  
25 Settlement Agreement in accordance with its terms. Settlement Class Members who submit  
26 valid Claims are entitled to the relief provided for in the Settlement Agreement pursuant to  
27 the terms and conditions of the Settlement Agreement.  
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1 **CLASS NOTICE**

2 19. The Court finds that the Notice to the Settlement Class fully complied with  
3 the requirements of the Arizona Rules of Civil Procedure and due process, has constituted  
4 the best notice practicable under the circumstances, was reasonably calculated to provide,  
5 and did provide, due and sufficient notice to Settlement Class Members regarding the  
6 existence and nature of the Litigation, certification of the Settlement Class for settlement  
7 purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement  
8 Class Members to exclude themselves from or object to the Settlement, the right to appear  
9 at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.  
10  
11

12 **OBJECTIONS AND OPT-OUTS**

13 20. There were no objections to the Settlement by Settlement Class Members. All  
14 persons who did not object to the Settlement in the manner set forth in the Settlement  
15 Agreement are deemed to have forever and fully waived any objections, including but not  
16 limited to, by appeal, collateral attack, or otherwise.  
17

18 21. As of this date, only five Settlement Class Member(s) requested exclusion  
19 from the Settlement Class and are hereby excluded from the Settlement Class. These five  
20 persons requesting exclusion from the Settlement Agreement shall not be bound by the  
21 Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled  
22 to any benefits under the Settlement Agreement.  
23  
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25 **AWARD OF ATTORNEYS' FEES AND INCENTIVE AWARD**

26 22. The Court awards Class Counsel \$280,000 for attorneys' fees and costs. The  
27 Court finds these amounts to be fair and reasonable. The Court orders payment of attorneys'  
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1 fees and costs to be made pursuant to the procedures in paragraph 55 of the Settlement  
2 Agreement.

3  
4 23. The Court awards \$2,500 to the Class Representative as an incentive award.  
5 The Court finds this amount is reasonable and justified. Payment shall be made pursuant to  
6 the procedures in paragraph 55 of the Settlement Agreement.

7  
8 **RELEASE**

9  
10 24. Each Settlement Class Member, including Plaintiff, is deemed to have fully  
11 and unconditionally released, forever discharged, and acquitted Defendants and the  
12 Released Parties from all Released Claims, including Unknown Claims, as defined in the  
13 Settlement Agreement.

14  
15 25. Each Settlement Class Member, including Plaintiff, is forever barred and  
16 permanently enjoined from asserting, instituting, or prosecuting, either directly or  
17 indirectly, all Released Claims, including Unknown Claims, as described in the Settlement  
18 Agreement.

19  
20 26. The Settlement Agreement and this Final Approval Order and Judgment  
21 apply to all claims and/or causes of action settled under the Settlement Agreement and bind  
22 Plaintiff and all Settlement Class Members who did not timely submit a valid request for  
23 exclusion. The Settlement Agreement and this Final Approval Order and Judgment shall  
24 have maximum *re judicata*, collateral estoppel, and all other preclusive effect in all causes  
25 of action, claims for relief, suits, demands, petitions, or any other challenges or allegations  
26 that arise out of or relate to the Litigation and/or Complaint.

1 **OTHER PROVISIONS**

2 27. Nothing in this Settlement Agreement, Final Approval Order and Judgment,  
3 and all supporting negotiations, discussions, proceedings connected with them, nor any act  
4 performed or document executed pursuant to or in furtherance of the same are not, and shall  
5 not be construed as, used as, or deemed evidence of, any admission by or against Defendants  
6 or the Released Parties of liability, fault, wrongdoing, validity of any Released Claim or  
7 violation of any law whether in any civil, criminal, or administrative proceeding in any  
8 court, administrative agency, or other tribunal. The Settlement Agreement and this Final  
9 Approval Order and Judgment, and all supporting negotiations, discussions, documents,  
10 and proceedings related to the same shall not be offered or received into evidence and are  
11 not admissible into evidence, in any action or proceeding, except that the Settlement  
12 Agreement and this Final Approval Order and Judgment may be filed in any action by the  
13 Defendants or Settlement Class Members seeking to enforce the Settlement Agreement or  
14 the Final Approval Order and Judgment.  
15

16 28. The Court finds that during the course of the Litigation, the Parties and their  
17 respective counsel at all times complied with the requirements of Rule 11 of the Arizona  
18 Rules of Civil Procedure.  
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20 29. This Final Approval Order and Judgment resolves all claims against all  
21 Parties in this Action and is a final order.  
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30. This matter is hereby dismissed with prejudice except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement, without affecting the finality of this Final Approval Order and Judgment.

IT IS SO ORDERED this the \_\_\_\_\_ day of December, 2022.

\_\_\_\_\_  
HON. DANIELLE J. VIOLA

# eSignature Page 1 of 1

Filing ID: 15208086 Case Number: CV2020-013648  
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Granted with Modifications



/S/ Danielle Viola Date: 12/2/2022  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2020-013648

SIGNATURE DATE: 12/2/2022

E-FILING ID #: 15208086

FILED DATE: 12/5/2022 8:00:00 AM

ELAINE RYAN

JOHN C GRAY