

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, BRIAN HEINZ, ROBERT
RUMA, MATTHEW RUTLEDGE, AND
ANDREA HANS, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KEENAN & ASSOCIATES, and Does 1 Through
20, Inclusive,

Defendant.

Case No. 24STCV03018

*(Assigned to Hon. Timothy Patrick
Dillon)*

**[PROPOSED] ORDER GRANTING
MOTIONS FOR FINAL
APPROVAL AND MOTION FOR
AWARD OF SERVICE
PAYMENTS, ATTORNEYS' FEES,
AND REIMBURSEMENT OF
EXPENSES**

1 Plaintiffs Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans
2 (“Class Representatives” or “Plaintiffs”), and Defendant Keenan & Associates (“Keenan” or
3 “Defendant”) (collectively, the “Parties”) have entered into an amended Class Action Settlement
4 Agreement and Release dated March 7, 2025, and all exhibits thereto (the “Settlement” or
5 “Settlement Agreement”);

6 On July 3, 2025, the Court entered the Preliminary Approval Order that, among other
7 things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382,
8 a class for purposes of Settlement only; (b) appointed named Plaintiffs Heather Heath, Brian
9 Heinz, Robert Ruma, Matthew Rutledge and Andrea Hans as Class Representatives for settlement
10 purposes; (c) appointed as Class Counsel Ryan Clarkson and Yana Hart of Clarkson Law Firm;
11 Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson PC; Benjamin F. Johns and Samantha
12 E. Holbrook of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Clayeo
13 C. Arnold, A Professional Corporation (which was their then current firm, and who have since
14 joined Emery Reddy, LLP); (d) preliminarily found that the Settlement is fair, reasonable,
15 adequate, and the product of substantial investigation, litigation, and arm’s length negotiations; (e)
16 appointed CPT Group, Inc. (“CPT”) as the Settlement Administrator to provide notice to the
17 Settlement Class, as selected and agreed upon by the Parties; (f) approved the claims, opt out, and
18 objection procedures provided for in the Settlement Agreement; and (g) scheduled a Final Fairness
19 Hearing for November 14, 2025, in Department 15 of the Los Angeles County Superior Court;

20 The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order
21 has been provided, as attested to in the declaration of Kaylie O’Connor of CPT;

22 A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and
23 in the best interests of the Settlement Class, such hearing date being due and the appropriate
24 number of days after such notice to the Settlement Class;

25 The Court duly considered the motion for final approval of the Settlement Agreement,
26 Class Counsel’s application for a Fee and Expense Award, and the request for Class Representative
27 Service Payments; and
28

1 The Court has considered the Settlement Agreement and exhibits thereto, the submissions
2 of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel,
3 and any objections made by Settlement Class Members. Good cause appearing, **IT IS HEREBY**
4 **ORDERED AND DECREED AS FOLLOWS:**

5 1. The Court has jurisdiction over the subject matter of the Action and all matters
6 relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the
7 Settlement Class Members who did not timely exclude themselves from the Settlement Class.

8 2. The Court adopts, incorporates, and makes a part hereof: (a) the amended Class
9 Action Settlement Agreement and Release executed by the Parties on March 7, 2025, including
10 the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively,
11 all of which were filed with the Court on March 7, 2025. All capitalized terms used in this Order
12 have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

13 3. Certification of the Settlement Class for Purposes of Settlement. The Court
14 certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf
15 of a Settlement Class defined as: All residents of the United States who were notified by Keenan
16 that their PII was or may have been affected in the Data Security Incident. Excluded from the
17 Settlement Class are: (1) the Judges presiding over the Action, Class Counsel, and members of
18 their families; (2) Keenan and its subsidiaries, parent companies, successors, predecessors, and
19 any entity in which Keenan or its parents, have a controlling interest, and its current or former
20 officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior
21 to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded
22 Persons.

23 4. Class Representatives. Plaintiffs Heather Heath, Brian Heinz, Robert Ruma,
24 Matthew Rutledge and Andrea Hans are hereby appointed, for settlement purposes only, as Class
25 Representatives for the Settlement Class.

26 5. Class Counsel. Ryan Clarkson and Yana Hart of Clarkson Law Firm; Tina Wolfson
27 and Andrew W. Ferich of Ahdoot & Wolfson PC; Benjamin F. Johns and Samantha E. Holbrook
28

of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Emery Reddy LLP are hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

6. This Court finds and concludes, solely for purposes of settlement, that:

a. the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Action is impracticable;

b. the Settlement Class has been objectively defined and can and has been ascertained from Keenan's business records;

c. there are questions of law and fact common to the Settlement Class which, as to the Settlement and related matters, predominate over any individual questions;

d. the Class Representatives' claims are typical of the Settlement Class Members' claims;

e. the Class Representatives and Class Counsel can and have fairly and adequately represented and protected the Settlement Class Members' interests;

f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (1) the interests the Settlement Class Members in individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class Members; (3) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the management of this class action.

7. Settlement Class Notice. The Court finds that dissemination of the notices attached to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's Motion for Award of Service Payments, Attorneys' Fees, and Reimbursement of Expenses; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys'

1 fees and expenses and Service Payments to the Class Representatives; and (vii) their right to appear
2 at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all Persons
3 entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
6 applicable law. The notice fully satisfied the requirements of due process.

7 8. Requests for Exclusion. The persons listed on **Exhibit 1**, attached hereto and
8 incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded
9 from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this
10 Order.

11 9. Objections. One objection to the settlement was made by class member Mark Byrd.
12 The Court has considered the objection, and Plaintiffs' response to it in the final approval motion,
13 and the Court hereby overrules the objection.

14 10. The Court finds the compensation to the Settlement Class, including the provision
15 of three years of Credit Monitoring and Insurance Services, Reimbursement of Documented
16 Losses of up to a maximum of \$10,000 per Settlement Class Member, Cash Fund Payments of any
17 remaining Net Settlement Funds in accordance with the terms of the Settlement Agreement, and
18 the agreed to injunctive and prospective relief are fair and reasonable. The Court authorizes the
19 Settlement Administrator to make payments or pay reimbursements to Settlement Class Members
20 who submitted timely and valid Claim Forms in accordance with the terms of the Settlement
21 Agreement.

22 11. The Court hereby adopts and approves the Settlement Agreement, and finds that it
23 is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements
24 of the California Code of Civil Procedure and the California Civil Code, the United States
25 Constitution (including the Due Process Clause), and all other applicable laws, and in the best
26 interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and
27 their counsel to implement, perform, and consummate this Settlement in accordance with the terms
28 and conditions of the Settlement Agreement.

1 12. Binding Effect. The terms of the Settlement Agreement and of this Order shall be
2 forever binding on Keenan, Plaintiffs, and all Settlement Class Members who did not timely
3 request exclusion (regardless of whether any individual Settlement Class Member submits a Claim
4 Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their
5 respective successors and assigns.

6 13. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are
7 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
8 Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the
9 Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and
10 each and every Settlement Class Member shall have released the Released Claims against the
11 Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any
12 of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor
13 does this Release apply to any Settlement Class Member who timely excludes himself or herself
14 from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

15 14. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and
16 permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims
17 against any of the Released Parties.

18 15. No Admission of Liability. The Court hereby decrees that the Settlement, this
19 Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant of
20 any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class
21 certification for trial or dispositive motion practice. This Order is not a finding of the validity or
22 invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the
23 Settlement shall be offered or received in evidence as an admission, concession, presumption or
24 inference against the Defendant or any of the Released Parties in any proceeding, other than such
25 proceedings as may be necessary to consummate or enforce the Settlement Agreement or to
26 support a defense based on principles of *res judicata*, collateral estoppel, release, good faith
27 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
28 or similar defense.

1 16. Retention of Jurisdiction. Without affecting the finality of this Order in any way,
2 this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and
3 implementation of this Settlement and any award or distribution to the Settlement Class Members;
4 and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement,
5 pursuant to California Code of Civil Procedure section 664.6 or otherwise.

6 17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees and
7 reimbursement of litigation expenses and costs in the amount of \$4,975,000, and such amounts
8 shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the
9 Settlement. Pursuant to Paragraph 11.4 of the Settlement Agreement, Settlement Class Counsel
10 has sole and absolute discretion to distribute and allocate the attorneys' fees and expenses award.

11 18. Service Payments. The Class Representatives are each awarded a Service Payment
12 in the amount of \$2,000, and such amounts shall be paid by the Settlement Administrator pursuant
13 to and consistent with the terms of the Settlement Agreement.

14 19. Defendant shall have no liability or responsibility for any payments, fees, or costs
15 under this Order except as provided in the Settlement Agreement.

16 20. Modification of the Agreement of Settlement. Without further approval from the
17 Court, Plaintiffs, by and through Class Counsel, and Keenan are hereby authorized to agree to and
18 adopt such amendments or modifications of the Settlement Agreement or any exhibits attached
19 thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b)
20 do not materially limit the rights of Settlement Class Members in connection with the Settlement.
21 Without further order of the Court, Plaintiffs, by and through Class Counsel, and Keenan may
22 agree to reasonable extensions of time to carry out any of the provisions of the Settlement
23 Agreement.

24 21. Termination of Settlement. If the Settlement is terminated as provided in the
25 Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order
26 shall be vacated, rendered null and void and be of no further force and effect, except as otherwise
27 provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of
28 Plaintiffs, Settlement Class Members, and Keenan, and the Parties shall be deemed to have

1 reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to
2 the execution of the Settlement Agreement.

3 22. A separate Final Judgment shall be issued adopting this Order and directing the
4 Clerk of Court to dismiss this action accordingly. This Order and the Final Judgment will be posted
5 to the Settlement Administrator's website.

6

7 **IT IS SO ORDERED.**

8

9 Dated: _____

Hon. Timothy Patrick Dillon

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28