

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ADNAN ANSAR, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

THE GILL CORPORATION,

Defendant.

Case No.: 2:24-cv-08875-MEMF-SP

**ORDER GRANTING SUPPLEMENTAL
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT [DKT NO. 30]**

Before the Court is a Supplemental Motion for Preliminary Approval of Class Action Settlement, filed by Plaintiff Adnan Ansar. Dkt. No. 40. For the reasons stated herein, the Court GRANTS the Motion.

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1 **I. Background**

2 **A. Factual Background¹**

3 Defendant The Gill Corporation, Inc. (“TGC”), is a stock corporation incorporated in the
4 State of California that manufactures and sells composite products with a focus on the aerospace and
5 transportation industries. Compl. ¶¶ 9, 13. As part of its business, TGC receives and maintains the
6 personal identifiable information (“PII”) of thousands of its current and former employees. *Id.* ¶ 14.
7 In collecting and maintaining this sensitive information, TGC agreed it would safeguard the data in
8 accordance with its internal policies, state law, and federal law. *Id.* ¶¶ 15, 18(e). Under state and
9 federal law, TGC has a duty to protect its current and former employees’ PII and to notify them
10 about data breaches. *Id.* ¶ 16.

11 On or around June 23, 2024, TGC was hacked in a data breach. *Id.* ¶ 19. The PII of former
12 and current TGC employees was comprised in the data breach, including names, social security
13 numbers, driver’s license numbers, bank account numbers, and W-2 forms. *Id.* ¶ 22. TGC waited
14 until September 16, 2024 before it began notifying victims whose PII was compromised. *Id.* ¶ 24.
15 TGC acknowledged that the Data Breach exposed a “vulnerability that was exploited by [a] third
16 party[.]” *Id.* ¶ 21. When TGC did notify victims of the Data Breach, the company acknowledged that
17 the incident created a present, continuing, and significant risk of suffering identity theft. *Id.* ¶ 26.

18 Plaintiff Adnan Ansar (“Ansar”) is one of the data breach victims. *Id.* ¶ 6. He brings this
19 action on behalf of himself and all other similarly situated current or former TGC employees (the
20 “Settlement Class” or “Class Members”) whose PII was compromised in the data breach. *Id.* Ansar
21 alleges that cybercriminals were able to breach TGC’s systems because TGC failed to adequately
22 train its employees on cybersecurity and failed to maintain reasonable security safeguards or
23 protocols to protect the Class’s PII. *Id.* ¶ 3. Ansar further alleges that TGC lost control over the PII
24 when cybercriminals infiltrated the company’s inadequate computer systems. *Id.* ¶ 3. Finally, Ansar
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28 ¹ The following factual background is derived from Ansar’s Complaint. Dkt. No. 1 (“Complaint” or “Compl.”). The Court makes no finding on the truth of these allegations and includes them only as background.

1 alleges that TGC’s negligence caused the data breach and is evidenced by its failure to prevent
2 cybercriminals from accessing the PII. *Id.* ¶ 27.²

3 **B. Procedural History**

4 On October 15, 2024, Ansar filed this class action. *See generally* Compl. Ansar’s Complaint
5 asserts eight causes of action: (1) Negligence; (2) Negligence Per Se; (3) Breach of Implied
6 Contract; (4) Breach of the Implied Covenant of Good Faith and Fair Dealing; (5) Unjust
7 Enrichment; (6) Violation of California Business and Professions Code Section 17200, *et seq.* (the
8 “Unfair Competition Law” or “UCL”); (7) Violations of the California Consumer Privacy Act; (8)
9 Declaratory Judgment. *Id.* ¶¶ 92-189.

10 On December 11, 2024, TGC filed a Partial Motion to Dismiss. Dkt. No.14. Before oral
11 argument on the motion, the Parties filed a Stipulation to Stay Proceedings Pending Mediation on
12 January 16, 2025, Dkt. No. 18, which the Court granted on February 6, 2025, Dkt. No. 21.

13 On May 20, 2025, the Parties filed the Notice of Settlement. Dkt. 23. Under the guidance of a
14 mediator, the Parties reached an agreement on the terms of a Settlement. Dkt. No. 31 ¶ 10 (“Gunem
15 Decl.”).

16 On August 22, 2025, Ansar filed the instant Motion for Preliminary Approval. Dkt. No. 30
17 (“Motion” or “Mot.”). The Motion seeks (1) preliminary approval of the Settlement; (2)
18 preliminarily certification the Settlement Class for settlement purposes; (3) appointment Adnan
19 Ansar as Class Representative; (4) appointment of Strauss Borrelli PLLC as Class Counsel; (5)
20 appointment of Atticus Administration, LLC as Settlement Administrator; (6) approval of the
21 proposed Notice Plan; (7) approval of the form and content of the Summary Notice, Long Form
22 Notice, and Claim Form; (8) approval of the proposed Opt-Out and Objections procedures; and (9)
23 scheduling of a Final Approval Hearing—wherein the Court will consider final approval of the
24 Settlement, final certification of the Settlement Class for settlement purposes, and any Motion for
25 Attorney Fees, Costs, and Service Award. Dkt. No. 29 at 2.

27 ² The Court notes that the Settlement Class are either current or former employees at TGC. Additionally, the Class
28 members are individuals that are “working in a highly technical and advanced manufacturing environment” requiring
“english proficiency, technical comprehension, and mathematical aptitude.” Supplemental Mot. at 4.

On September 29, 2025, Ansar filed a motion for leave and requested to file corrections for Exhibits A and C, in the Plaintiff’s Unopposed Motion for Preliminary Settlement Approval. Dkt. No. 34. at 2 ¶ 2. The Claim Form to resolve the ambiguity that Class Members may only claim either a Documented Loss or Cash Fund Payment claim. *Id.* ¶¶ 3-4. The Long-Form Notice to correct the date of the Breach, to clarify that on the form, members can choose either a Documented Loss or a Cash Fund Payment claim, and to correct the address of the Court from Los Angeles Superior Court to the U.S. District Court for the Central District of California. *Id.* ¶ 5.

The Court held a hearing on the Motion on October 2, 2025. Prior to the hearing, the Court issued a Tentative Order identifying areas of the Settlement Agreement that required further clarification or revision concerning the scope of the release, the content and clarity of the notice materials and plan with emphasis on the language proficiency, clear and concise terms in the agreement, and the opt-out process for Class Members. Dkt. No. 40. (“Supplemental Motion” or “Supplemental Mot.”) at 2-3.

Since that hearing, the parties appear to have worked collaboratively and in good faith to revise the Settlement Agreement and notice materials in full compliance with the Court’s Tentative Ruling and to ensure conformity with Rule 23(e) and the due process requirements articulated by this Court. *Id.* at 3. The parties have amended the Settlement Agreement (Dkt. 30-1 at 1-29), the Claim Form (Ex. A, *Id.* at 31-33), the Long-Form Notice (Ex. C, *Id.* at 46-55), and the Summary Postcard Notice (Ex. E, *Id.* at 70-71). *Id.* Plaintiffs provide this Court a redlined Amended Settlement Agreement, which also includes redlines to Exhibits A, C, and E, as **Exhibit 1**, and the actual revised version documents attached as **Exhibit 2**. Supplemental Mot. at 41-60; *Id.* at 61-88. The Court notes that the parties have made grammatical and dates edits to the Amended Settlement Agreement throughout the document. *See* Supplemental Mot., Ex. 1.

C. The Terms of the Proposed Settlement

i. Proposed Class

The proposed Settlement Class includes “all individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by [TGC] in June 2024, including all those individuals who received notice of the breach.” Mot. at 4; Dkt. No. 30-1 at 8 (the

“Agreement”).³ Ansar estimates that this class would comprise approximately 3,232 individuals. Agreement at 2. The average payment per member of the Settlement Class is estimated to be \$92.82. Mot at 21, Gunem Decl. ¶ 40.

ii. Payment Terms

TGC agreed to establish a non-reversionary common fund of \$300,000 (the “Settlement Fund”). Mot. at 1; Agreement at ¶ 2(a). In accordance with the terms of the Agreement, class members must submit a claim form to be eligible to receive payment for one or more of the following: (1) Documented Loss Payment of up to \$5,000, (2) a pro rata Cash Fund Payment, and/or (3) two years of Credit Monitoring and Insurance Services (“CMIS”). Agreement at ¶¶ (d)(i)-(iii); *see also id.* at 30 (Ex. A).

After various deductions (described below), all money remaining from the Settlement Fund Amount will be distributed to class members. Agreement at ¶ 2(k); *see also* Agreement at 6 (defining “Net Settlement Fund” as “funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.”).

No terms in the Agreement indicate that the Settlement Fund payments will be reduced if there are fewer claimants than anticipated. *See generally* Agreement.

iii. Named Plaintiff Service Award

The named plaintiff—Ansar—may seek a “Service Award” of \$5,000 from the Settlement Fund in recognition of his contributions and dedication to the Settlement Class. Mot. at 6; Agreement at ¶¶ 7(a)-(b).

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³ For the sake of simplicity, all citations to the Agreement are citations to the pagination imposed by the Court’s CM/ECF system and stamped at the top of the pages.

1 iv. Attorneys' Fees and Costs

2 Class counsel will receive attorney fees and costs of up to one-third of the Settlement Fund
3 (\$100,000.00 out of \$300,000.00). Agreement at ¶ 8(a).

4 Class counsel shall also receive, subject to the Court's approval, an award for the costs of
5 reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs). *Id.*

6 v. Settlement Administration Costs

7 Settlement agreement costs shall be deducted from the Settlement Fund. Agreement at ¶ 2(i).

8 vi. Releases

9 The Supplemental Motion included several amendments addressing the Court's Tentative as
10 to Releases. Class members will fully release TGC and their employees, agents, etc. as Defendant
11 and "its parent companies TGC Maryland and TGC-Europe, and Defendant's board members,
12 officers, and directors." Supplemental Mot., Ex. 1 at 6. Additionally, the term and definition of
13 "unknown claims" has been deleted from the Settlement Agreement. The Court had concerns in its
14 Tentative Order regarding the overbreadth of the prior release language and requested the parties
15 limit the release to only the factual predicate in the Complaint and to remove the 'unknown claims'
16 language. As a result, Released Claims are limited to claims that were "or could have been asserted
17 on behalf of the Settlement Class in the Action related to or arising from the Data Breach." *Id.*
18 Notably, the Supplemental Motion makes clear that the Amended Settlement Agreement does not
19 release claims of absent class members who are unrelated to the factual allegations of the Class
20 Complaint. *Id.*

21 The release provision does not apply to any individual member of the Settlement Class who
22 "timely excludes himself or herself from the Settlement." *Id.* In addition, the Agreement does not
23 release third parties aside from the "Released Parties."⁴ *Id.*

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28 ⁴ The Agreement defines "Released Parties" as "Defendant, its parent companies The Gill Corporation Maryland and The Gill Corporation – Europe, and their board members, officers, and directors. Dkt. 40-2, Ex. 2 at 6.

1 vii. Notice to Settlement Class

2 The Supplemental Motion included several amendments addressing the Court’s Tentative as
3 to Notice of Settlement Class. The Settlement Administrator shall prepare, print, and mail to the
4 proposed class a Notice of Proposed Settlement of Class Action. Agreement at ¶¶ 5(a)-(b). TGC will
5 provide the Settlement Administrator with a list of names, mailing addresses, telephone numbers,
6 and email addresses for all known Class Members. Supplemental Mot. at 5-6. The Class list shall be
7 provided within twenty-one (21) days of the entry of an order preliminarily approving settlement,
8 and the notices shall be sent “no later than the Notice Date, or such other time as may be ordered by
9 the Court” after the lists are provided. *Id.* The Settlement Administrator will use these records,
10 together with change-of-address verification and skip tracing efforts, to confirm and update mailing
11 information before distributing the Notice. Dkt. 30-1 at 17; Ex. 1, § 5(c) at 16. Additionally, the
12 Parties provide to this Court; TGC confirmed the contact information is current and reliable, it is
13 drawn from its 2024 employment and notification records in Harris Decl. ¶¶ 2-3. *See* Supplemental
14 Mot. at 6.

15 In the event a notice remains undeliverable after these efforts, TGC will provide additional
16 identifying information, including Social Security Numbers, dates of birth, and cellphone numbers,
17 to further assist the Settlement Administrator in locating a more accurate mailing address. Ex. 1, §
18 5(b) and (d) at 16.

19 In the event, all reasonable mailing efforts are exhausted, and the Notice remains
20 undeliverable, the Settlement provides for Notice by email to Class Members. Harris Decl. ¶ 4.

21 The Court considers the proposed combined measures by Plaintiff and finds these measures
22 will ensure that the Notice Plan constitutes the “best notice practicable under the circumstances” as
23 required by Rule 23(c)(2)(B) and significantly reduces the risk that any Class Member will be bound
24 by the Settlement without receiving actual or constructive notice.

25 To address, the Court’s concerns regarding the Class Members English proficiency, the
26 revised Settlement Agreement provides that the Settlement Website will be available in English and
27 Spanish. Ex. 1, §5(g)-(i) at 16-17. Additionally, the parties have agreed, that opt-out requests or
28 objections can be submitted electronically via email or through the online portal. *Id.*

1 The Amended Settlement Agreement is consistent with this Court’s Tentative. Accordingly,
2 the Notice prepared by the Settlement Administrator, Atticus Administration, LLC, will adhere to
3 the Confidentiality clause of the Agreement and will use “reasonable and customary” fraud-
4 prevention mechanisms to prevent submission of: (1) Claim Forms by persons who are not a Class
5 Member, (2) duplicate Claim Forms, (3) [Claim] Forms seeking amounts Class Members are not
6 entitled. *Id.* ¶¶ 5(d)-(e).

7 Prior to sending the Notice, the Settlement Administrator. will “launch the Settlement
8 Website on the Internet in accordance with this Agreement.” *Id.* ¶ 5(f). The Website will contain: the
9 Settlement Administrator’s contact information, instructions on how to submit Claim Forms, the
10 Long Form Notice, the Amended Settlement Agreement, the [Proposed] Preliminary Approval Order
11 entered by the Court, the Complaint, and details regarding the date, time, location of the Final
12 Approval Hearing, and provide the toll-free telephone number and mailing address so Class
13 Members may contact the Settlement Administrator directly. *Id.* Additionally, the website will be
14 available in English and Spanish. *Id.*

15 The class notice shall explain the procedure for Class Members to Opt-Out and Exclude
16 themselves from the Settlement Class. *Id.* at ¶ 5(h-i). Class Members can “Opt-Out” (i.e., “Exclude
17 themselves”) from the Settlement by submitting a “Request for Exclusion” to the Settlement
18 Administrator. *Id.* To be valid, Opt-Outs must be either be in writing and signed, sent via email, or
19 submitted on the Class Website; identify: the case name, Class Member, and their lawyer (if any);
20 and contain a statement indicating their request to be excluded. *Id.* Additionally, Class Members can
21 “object” to the Settlement by filing their written objections to the Court. *Id.* ¶ 5(h) Class Members
22 can also Opt-Out by mailing their postmarked form to the Settlement Administrator on or before the
23 “Objection Deadline” (which the Parties recommend to be sixty (60) days after the Notice Date) or
24 via submission by email or on the Class Website. *Id.*

25 The Amended Settlement Agreement’s, **Long Form Notice** (Ex. C) offers a Spanish version
26 on the Settlement Website. As an additional measure, the Court acknowledges that each of the
27 Notice forms, which include the Long Form Notice, Summary (Postcard) Notice and the Claim Form
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1 have been updated to include a clear statement in Spanish advising Class Members of the Spanish
2 translation availability to Class Members. *Id.* at 7.

3 Notably, the Long Form Notice has been substantially revised to: (1) provide a clearer and
4 more detailed explanation of the Cash Fund Payment option, including how the Settlement
5 Administrator will calculate pro rata payments and an estimated amount each Settlement Class
6 Member can expect to receive; (2) describe the process used to locate Settlement Class Members;
7 and (3) offer an alternative opt-out method for Class Members who prefer not to, or are unable to,
8 submit their request electronically. *Id.*

9 As a result, the revised Notice will allow Class Members to request a Business Reply
10 Envelope (“BRE”) by calling the designated toll-free number. The BRE is a pre-addressed, postage-
11 paid envelope that enables Class Members to mail an opt-out form at no cost. Plaintiff includes a
12 sample BRE envelope for this Court’s reference attached as **Exhibit 4**.⁵

13 The **Postcard Notice** (Ex. E) mirrors the revisions stated for the Long Form Notice, the
14 Postcard (Summary) with substantial revisions to address the Court’s following concerns: (1)
15 Accommodate English and Spanish speaking Class Members; (2) provide an accessible opt-out
16 method; (3) and improve the overall clarity of the Settlement Agreement. Additionally, the Parties
17 revised the **Claim Form** to enhance clarity, accessibility, and compliance with the Court’s Tentative
18 Ruling and guidance at the October 2, 2025 hearing.

19 First, the Claim Form has been revised to avoid any confusion regarding available relief, the
20 Claim Form has been revised to clarify that Settlement Class Members may claim either a
21 Documented Loss Payment (up to \$5,000) or a Cash Fund Payment—but not both. The revised
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25 ⁵ The Court takes note of Plaintiffs’ corrected clerical errors in the Long Form Notice (Ex. C) which includes the
26 following: (1) the first page incorrectly stated that the Data Breach occurred in June 2023 (*id.* at p. 46); this has been
27 corrected to reflect the accurate date of June 2024; (2) Section 8 (“How much will my payment be?”) previously stated
28 that Class Members could make a claim for documented losses “and/or” the pro rata payment. The word “and” has been
removed to clarify that Class Members may claim either the Documented Loss Payment or the pro rata Cash Fund
Payment, but not both; (3) Section 19 (When is the Court’s Final Approval Hearing?) listed the address for the Los
Angeles Superior Court, Spring Street Courthouse, instead of the correct address for the Western Division of the United
States District Court for the Central District of California, First Street U.S. Courthouse.

language provides clear instructions and checkboxes for each option, ensuring Class Members understand they must select one form of monetary relief.

Second, a separate checkbox is included for Class Members who wish to enroll in Credit Monitoring and Insurance Services (CMIS), clarifying that this benefit is in addition to either the Documented Loss Payment or Cash Fund Payment selected.

Third, the Claim Form has been simplified to use plain, accessible language, consistent with the Court's directive to ensure readability for individuals of varying educational backgrounds.

Finally, to improve accessibility, the Claim Form will also be made available online through the Settlement Website, and Class Members without internet access or postage may call a toll-free number to request a free paper claim form and pre-stamped return envelope. These revisions are reflected in the redlined Claim Form attached as Exhibit A to Exhibit 1 and the corresponding clean version attached with Exhibit 2.

II. Applicable Law

Federal Rule of Civil Procedure 23(e) requires judicial review and approval of any class settlement where either the class has been certified or the class will be certified for purpose of settlement. *See* Fed. R. Civ. P. 23(e)

To preliminarily approve a class action settlement, the Court must find that the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2). *See Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). Specifically, the Court must examine the following factors, per Rule 23:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Ninth Circuit has provided further guidance on how a court should approach this analysis. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009). In doing the Rule

23(e)(2) analysis described above to determine whether a settlement is fair, the court should consider “some or all” of the factors described below:

[1] the strength of plaintiffs’ case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed, and the stage of the proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement.

Id.

The role of a court considering a class settlement is a limited one, and the court should only intrude on “what is otherwise a private consensual agreement” “to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, (2011).

If a class has not yet been certified, a court considering a class settlement must conditionally certify a class for purposes of settlement by determining if the proposed class satisfies the requirements of Rule 23(a) and one of the three categories of Rule 23(b). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997).

III. Discussion

A. The proposed settlement is fair, reasonable, and adequate.

The Court finds that the proposed settlement is fair, reasonable, and adequate. The factors considered are discussed in more detail below. As such, the Court has some concerns about the Settlement notice and the release to the Class Members that must be addressed the Court have grant preliminary approval to the settlement.

i. The class representatives and class counsel have adequately represented the class.

The Court finds that all evidence suggests that the class representatives and class counsel have adequately represented the class.

The Court notes that although Plaintiffs’ claims are plausible, it does not appear to be a certainty that Plaintiffs would prevail if they pursued this action to trial on the merits, as Plaintiffs

1 note. Mot. at 19-20. Plaintiffs did not provide the potential estimated costs if they pursued the case to
2 trial. *Id.* at 20-21. However, there is no guarantee (or anything close to a guarantee) that Plaintiffs
3 would win more than the settlement amount at trial. An experienced mediator helped facilitate the
4 settlement that Plaintiffs eventually accepted. Gunem Decl. ¶ 10. That mediator was well-positioned
5 to judge the strength of Plaintiffs' case, and the Court finds it appropriate to rely on his view to some
6 extent. *See Rodriguez*, 563 F.3d at 963 (Court should consider the "strength of plaintiffs' case" and
7 "the amount offered in settlement"). The amount agreed to in settlement was significant and appears
8 to fairly reflect the strength of Plaintiffs' case.

9 Further litigation would have led to risk and greater expense. The action would have taken
10 significant time to complete, having not yet been certified and with discovery ongoing. *See* Gunem
11 Decl. ¶ 39. And there were risks as to class certification. *Id.* ¶¶ 38, 39. All of this is appropriate to
12 consider in analyzing Plaintiff's decision to settle. *See Rodriguez*, 563 F.3d at 963 (A court should
13 consider "the risk, expense, complexity, and likely duration of further litigation;" "the risk of
14 maintaining class action status throughout the trial;" and "the extent of discovery completed, and the
15 stage of the proceedings").

16 As such, the Court finds that the class representatives and class counsel's decision to settle
17 was adequate representation of the class. This decision came approximately eleven months and two
18 weeks after Plaintiffs filed the action, and it appears that the named plaintiff and class counsel
19 diligently pursued their claims during that period. All Class Members who submit a claim will
20 receive either an estimated \$92.82 Documented Loss Payment or a *pro rata* Cash Fund Payment of
21 compensation, and the option to claim two years of CMIS without further delay and with risks
22 reduced. *See* Mot. at 21, Gunem Decl. ¶ 40; *see also* Agreement at 11 (Ex. 1. ¶¶ 2(d)(i)-(iii)).

23 ii. The proposal was negotiated at arm's length.

24 The settlement was negotiated through an experienced mediator, and no evidence suggests
25 that anything untoward occurred or that the settlement was not negotiated at arm's length. Gunem
26 Decl. ¶¶ 8, 27-29. The mediation took place over multiple days and came after the parties had
27 engaged in months of "substantial informal discovery." *Id.* ¶ 41. Accordingly, the Court finds that all
28 evidence on this point supports granting the Motion.

1 iii. The relief for the class is adequate.

2 The Court finds that the overall relief for the class is adequate. First, Class Members will be
3 adequately compensated, dependent upon the Claim Form submitted. The Settlement provides
4 \$300,000 for a class of 3,232 individuals— which equates to a value of at least \$92.82 per Class
5 Member. Gunem Decl. ¶40. As previously stated, the Settlement permits up to \$5,000 per Class
6 Member for Documented Losses attributable to the Data Breach (e.g., identity theft, fraud, out-of-
7 pocket costs). *Id.* ¶ 12. The Parties estimate that the amount of the Cash Fund Payment will exceed
8 \$50 per claim. *Id.* ¶ 13. For example, if there is \$150,000 remaining in the Settlement Fund, and
9 25% of the Settlement Class submits a claim for a Cash Fund Payment, then the value of the
10 payment would be \$185.64 (i.e., \$150,000 divided by 808 claims). *Id.* ¶ 13. Moreover, Class
11 Members may elect to receive two years of CMIS without further delay and with risks reduced. Mot.
12 at 5, Agreement at ¶ 2(d)(iii). For the reasons discussed above, the evidence suggests that this is
13 adequate compensation in light of the strength of Plaintiffs’ case and the risks they faced in pursuing
14 further litigation.

15 Further, in addition to the other factors discussed, it is worth noting that the Plaintiff
16 Counsel’s view is that this settlement is adequate and “is a favorable result for Plaintiff and Class
17 Members.” Gunem Decl. ¶ 44; *Rodriguez*, 563 F.3d at 963 (A court should consider “the experience
18 and views of counsel”). Plaintiff’s Counsel is experienced, and the Court sees no evidence or reason
19 to question Plaintiff counsel’s sincerity as to this belief. *See id.*

20 Second, the Court sees no issues with the proposed method of distributing the settlement
21 money to claimants nor with the proposed method of processing Class Members’ claims. Under the
22 supervision of the Court, the Settlement Administrator will process Claim Forms in a “rational,
23 responsive, cost effective, and timely manner,” and will calculate Settlement Payments in
24 accordance with the terms of the Agreement. Agreement at 19. The Court finds these proposals
25 adequate.

26 Third, the attorneys’ fees and costs up to one-third of the Settlement Fund are also reasonable
27 and do not undermine the adequacy of the settlement. *See* Mot. at 12.
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1 Fourth, the Court finds that the terms of release described in the Amended Agreement are
2 reasonable and do not undermine the Agreement’s overall adequacy.

3 A class action settlement agreement may preclude a party from bringing a claim in the future
4 only where the released claim is “based on the identical factual predicate as that underlying the
5 claims settled in the class action.” *Williams v. Boeing Co.*, 517 F.3d 1120, 1133 (9th Cir. 2008).

6 In the instant case, the Amended Settlement Agreement releases claims against TGC and “its
7 parent companies TGC Maryland and TGC-Europe, and Defendant’s board members, officers, and
8 directors.” Supplemental Mot., Ex. 1 at 6. Additionally, the Court notes that the term and definition
9 of “unknown claims” has been deleted from the Amended Settlement Agreement. The Court had
10 concerns in its Tentative Order regarding the overbreadth of the prior release language and requested
11 the parties limit the release to only the factual predicate in the Complaint and to remove the
12 ‘unknown claims’ language.

13 As a result, the Parties have agreed that the Released Claims are limited to claims that were
14 “or could have been asserted on behalf of the Settlement Class in the Action related to or arising
15 from the Data Breach.” *Id.* Notably, the Supplemental Brief makes clear that the Amended
16 Settlement Agreement does not release claims of absent class members who are unrelated to the
17 factual allegations of the Class Complaint. *Id.*

18 For these reasons, the Court finds the relief for the Class Members is adequate.

19 iv. The proposal treats class members equitably relative to each other.

20 The overall scheme through which the money will be distributed—by the Settlement
21 Administrator who will process Claim Forms and calculate Settlement Payments in accordance with
22 the Agreement as stated in ¶ 6(b)(i)—treats class members equitably relative to each other. The
23 Court sees no issues with this portion.

24 The Court notes that Ansar will receive \$5,000 separate from the relief that the other class
25 members receive. This will result in Ansar potentially receiving more than two times what a typical
26 Documented Loss Payment class member is estimated to receive, and an undeterminable amount
27 [until the claims are submitted] of what a typical *pro rata* Cash Fund Class member could receive. It
28 is not unreasonable that the named Plaintiff should receive more money in light of the effort and

1 risks involved in being lead plaintiff, but the Court is not entirely convinced as to the amount of this
2 enhancement. The Court will allow other class members to review the settlement before deciding
3 whether this is equitable in the final settlement.

4 **B. The class may be certified for the purpose of settlement.**

5 Next, the Court must determine whether the class may be preliminary and conditionally
6 certified for settlement purposes. Class certification is a prerequisite to preliminary settlement
7 approval. *See Amchem*, 521 U.S. at 614. In order to be certified, a class must comply with the
8 requirements of Rule 23(a) and fit into a category described in Rule 23(b). *See id.*; *see also* Fed. R.
9 Civ. P. 23(a)–(b).

10 The Court finds that these requirements are met.

11 i. The numerosity requirement is met.

12 The first requirement of Rule 23(a) is that the class be “so numerous that joinder of all
13 members is impracticable.” Fed. R. Civ. P. 23(a)(1). Here, this requirement is plainly met—the
14 parties estimate the settlement class will be 3,232 people, and the Ninth Circuit has held that a class
15 of “300+ [plus]” members is sufficiently large that joinder would be impractical. *See* Gunem Decl. ¶
16 25; *A.B. v. Hawaii State Dep’t of Educ.*, 30 F.4th 828, 837 (9th Cir. 2022). The 3,232-person class
17 here is sufficiently numerous.

18 ii. The commonality requirement is met.

19 The second requirement of Rule 23(a) is that there be “questions of law or fact common to
20 the class.” Fed. R. Civ. P. 23(a)(2). Even a “single common question will do.” *Wal-Mart v. Dukes*,
21 564 U.S. 338, 359 (2011). In class actions challenging a data breach, the plaintiff must show that the
22 claims arise from a shared course of conduct by the defendant and involve common questions of law
23 or fact that are central to the validity of the claims and capable of class-wide resolution. Fed. R. Civ.
24 P. 23(a)(2). However, “Plaintiffs need not show that every question in the case, or even a
25 preponderance of questions, is capable of classwide resolution.” *Wang v. Chinese Daily News, Inc.*,
26 737 F.3d 538, 544 (9th Cir. 2013).

27 Here, Plaintiffs alleged several common questions of law or fact that could form the basis of
28 a common question. For example, Plaintiffs alleged many common questions of law and fact,

1 including that “Defendant failed to implement and maintain reasonable security procedures,” and “if
2 the Data Breach caused Plaintiff and the Class injurie[s],” these questions establish commonality.
3 Compl. ¶ 90. Such allegations factually indicate that Class Members were subject to the same Data
4 Breach and raise the common legal question as to whether TGC failed to maintain requisite security
5 policies in order to protect Class Members’ PII. Thus, the commonality requirement is met.

6 iii. The typicality requirement is met.

7 The third requirement of Rule 23(a) is that “the claims or defenses of the representative
8 parties” must be “typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “The
9 purpose of the typicality requirement is to assure that the interest of the named representative aligns
10 with the interests of the class.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992).
11 The Ninth Circuit does not “insist that the named plaintiffs’ injuries be identical with those of the
12 other class members, only that the unnamed class members have injuries similar to those of the
13 named plaintiffs and that the injuries result from the same, injurious course of conduct.” *Armstrong*
14 *v. Davis*, 275 F.3d 849, 869 (9th Cir. 2001).

15 Here, the typicality requirement is met. The named plaintiff suffered similar injuries to those
16 alleged on behalf of the class. *See id.* And there is no indication that there are any defenses raised by
17 TGC that are specific to the named plaintiff. All evidence suggests that the claims and defenses as to
18 Ansar are typical.

19 iv. The adequacy requirement is met.

20 The fourth requirement of Rule 23(a) is that “the representative parties will fairly and
21 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Courts ask two questions in
22 this inquiry: “(1) Do the representative plaintiffs and their counsel have any conflicts of interest with
23 other class members, and (2) will the representative plaintiffs and their counsel prosecute the action
24 vigorously on behalf of the class?” *Staton*, 327 F.3d at 957.

25 Here, there is no evidence of any conflicts of interests between the named plaintiff or his
26 counsel and other class members. And all evidence suggests that Plaintiff’s Counsel has (and will)
27 prosecute the action vigorously on behalf of the class. Thus, this requirement is met.

28 ///

1 v. The action fits into a Rule 23(b)(3) category as required.

2 For a class to be certified, it must not only satisfy Rule 23(a), but also fit within a category
3 defined by Rule 23(b). *See* Fed. R. Civ. P. 23. Here, Plaintiffs seek certification under Rule 23(b)(3),
4 which requires the court to find “the questions of law or fact common to class members predominate
5 over any questions affecting only individual members, and that a class action is superior to other
6 available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).
7 “The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to
8 warrant adjudication by representation.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998),
9 *overruled on other grounds by Wal-Mart*, 564 U.S. 367.

10 Here, the key issue in the action is whether TGC, as a matter of policy or regular practice,
11 failed to protect highly sensitive PII. *See generally* Compl. This common question of law and fact is
12 the gravamen of all of the claims. This question makes the class sufficiently cohesive such that a
13 representative action is a fair means of adjudication. Rule 23(b)(3)’s requirements are met.

14 **C. Notice and Administration**

15 Under Rule 23(c)(2)(B), when a class is certified for the purpose of settlement, the Court
16 must “direct to class members the best notice that is practicable under the circumstances.” Fed. R.
17 Civ. P. 23(c)(2)(B). The Class notice must state “(i) the nature of the action; (ii) the definition of the
18 class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an
19 appearance through an attorney if the member so desires; (v) that the court will exclude from the
20 class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and
21 (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P.
22 23(c)(2)(B)(i)–(vii). Notice is satisfactory if it “generally describe[s] the terms of the settlement in
23 sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be
24 heard.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (internal quotation marks
25 omitted). It “does not require detailed analysis of the statutes or causes of action forming the basis
26 for the plaintiff class’s claims, and it does not require an estimate of the potential value of those
27 claims.” *Id.*

1 Here, the Court finds that the notice is sufficient. In particular, the explanation of the
2 payment calculation of the *pro rata* Cash Fund Payment option appears clear enough such that it
3 would be understood by a layperson of various education levels. *See* Dkt. 40-1 at 38. The Cash Fund
4 Payment explains with detail that Class Members who choose this option are likely to receive at least
5 \$100 and lays out how the Settlement Administrator will calculate the *pro rata* option. *Id.* Further the
6 notice addresses the Court’s concerns pertaining to the English proficiency of Class Members as for
7 the Notice in its entirety. *See* Dkt. 40-2, Ex. 2 *Amended Settlement* Agreement. Moreover, the notice
8 provides sufficient information on how class members will be located using methods such as skip
9 tracing and a national change-of-address search and re-mail the Notice if possible. Ex. 1, Section
10 5(b) and (d) at 16. Additionally, the instant Motion, explains that once all reasonable efforts are
11 made resulting in the Notice being undeliverable, the Settlement permits Notice by email to Class
12 Members if an email address is available by TGC. Harris Decl. ¶ 4.

13 The class notice meets the requirements of the Federal Rules of Civil Procedure. *See* Fed. R.
14 Civ. P. 23(c)(2)(B)(i)–(vii). Here, the Notice states the nature of the action, defines and explains the
15 class claims, notes that class members may retain an attorney although they are not required to,
16 describes the way in which the settlement will bind class members, explains that class members may
17 be excluded or Opt-Out if they desire and explains how to request exclusion or Opt-Out. *See* Dkt.
18 40-2, Exhibit C at 40-41. Further, it [the Notice] describes the settlement in “sufficient detail to alert
19 those with adverse viewpoints to investigate and to come forward and be heard.” *Lane v.* 696 F.3d at
20 826.

21 The Court will approve the Notice in its current form. The Parties amended the Notice and
22 further explained the Cash Fund option more in-depth and in plain language to provide the necessary
23 information for Class Members to make an informed decision on how they would like to proceed in
24 the Settlement. *Id.* at 38. The notice for the Cash Fund option explains to Class Members how the
25 Settlement Administrator will calculate the *pro rata* payment. *Id.*

26 Moreover, the Court noted in its Tentative Order that if class notice is undeliverable to a
27 Class Member, that member will not receive a settlement payment but will release any data breach
28 claims that were or could have been alleged in the complaint, which seemed unfair. *See Ortiz v.*

1 *Fibreboard Corp.*, 527 U.S. 815, 848 (1999) (noting that “before an absent class member’s right of
2 action was extinguishable due process required that the member receive notice plus an opportunity to
3 be heard and participate in the litigation, and ... at a minimum an absent plaintiff must be provided
4 with an opportunity to remove himself from the class” (quoting *Phillips Petroleum Co. v. Shutts*, 472
5 U.S. 797, 812 (1985))).

6 Since then, the parties narrowly tailed the Settlement Agreement regarding the Court’s
7 concern. As a result, the Settlement Agreement does not release claims of absent class members that
8 are unrelated to the factual allegations of the class complaint. Supplemental Mot. at 5.

9 In addition, the Parties state the proposed Summary Notice includes how the Class Members
10 can Opt-Out. Dkt. 40-1, Ex. C at 35. It is sufficient notice to provide the Settlement Class a website
11 available in English and Spanish, where not only additional information about how to Opt-Out may
12 be obtained but also that opt-out requests or objections may be submitted via email or through the
13 online portal. Ex. 1, Section 5(g)-(i), pp. 16-17.

14 The Court has reviewed the proposed Notice of Class Action, it is substantively sound and
15 provides reasonable and practicable notice to class members with English or Spanish proficiency.
16 Under Fed. R. Civ. P. 23(b)(3), parties have a duty to provide the best notice practicable to all Class
17 Members, including those who do not speak or understand English fluently. The current notice
18 accounts for this obligation and would provide meaningful access to the Class Members. Thus, the
19 class notice is sufficient.

20 **IV. Conclusion**

21 For the foregoing reasons, the Court hereby ORDERS as follows:

- 22 1. The Motion is GRANTED; and
23 2. The class notice is GRANTED.

24 IT IS SO ORDERED.

25 Dated: March 16, 2026



26 MAAME EWUSI-MENSAH FRIMPONG

27 United States District Judge
28