

# Exhibit H

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19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA

21 IN RE: SEQUOIA BENEFITS AND  
22 INSURANCE DATA BREACH  
23 LITIGATION

Case No. 3:22-CV-08217-RFL (DMR)

Hon. Rita F. Lin

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 Plaintiffs Kevin Mindeguia, Erin McGurk, Adam Enger, Amy Carter, Seth Jones, and  
2 Christopher Cottrell (“Plaintiffs”) individually and on behalf of all others similarly situated (the  
3 “Settlement Class”), and Defendants Sequoia Benefits & Insurance Services, LLC (“Sequoia  
4 Group”), and Sequoia One PEO, LLC (“Sequoia One”) (collectively, (“Sequoia” or  
5 “Defendants”) have entered into a Class Action Settlement Agreement and Release resolving  
6 the Litigation.<sup>1</sup>

7 This matter is before the Court for consideration of whether the Settlement Agreement  
8 reached by the Settling Parties should be finally approved and the provisionally certified  
9 Settlement Class certified. Having reviewed the proposed Settlement Agreement, together with  
10 its exhibits, and based upon the relevant papers, prior proceedings, and incorporating by  
11 reference all reasons stated on the record at the hearing on the motion, the Court has determined  
12 the proposed Settlement Agreement satisfies the criteria for final approval and the proposed  
13 Settlement Class should be certified. Accordingly, good cause appearing in the record,

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are  
16 **GRANTED** as stated herein.

17 2. This Court has jurisdiction over the Litigation, Plaintiffs, all Settlement Class  
18 Members, Defendants, and any party to any agreement that is part of or related to the Settlement.

19 3. The Settlement, including the exhibits attached thereto, is approved as fair,  
20 reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil  
21 Procedure. This Final Approval Order incorporates by reference the definitions in the  
22 Settlement Agreement, and all capitalized terms used herein shall have the same meaning as set  
23 forth in the Settlement Agreement unless otherwise set forth in this Order.

24 4. The Settlement is Fair, Reasonable, and Adequate: The Court finds that the  
25 Settlement was entered into by the parties for the purpose of settling and compromising disputed  
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27 <sup>1</sup> The capitalized terms used in this Final Approval Order shall have the same meaning as  
28 defined in the Settlement Agreement, except as may otherwise be indicated.

1 claims, and is fair, reasonable, and adequate, and in the best interests of all those affected by it.  
2 The Settlement Agreement was entered in good faith following informed, arm's-length  
3 negotiations conducted by experienced counsel with the assistance of a well-respected mediator,  
4 and is non-collusive.

5         5.       Class Certification for Settlement Purposes Only: For purposes of the Settlement  
6 only, the Court finds and determines that the Action may proceed as a class action under Rule  
7 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Settlement Class certified  
8 herein is sufficiently numerous, as it includes approximately 584,109 people (including  
9 approximately 210,673 people in the subclass), and joinder of all such persons would be  
10 impracticable; (b) there are questions of law and fact that are common to the Settlement Class,  
11 and those questions of law and fact common to the Settlement Class predominate over any  
12 questions affecting any individual Settlement Class Member; (c) the claims of the Plaintiffs are  
13 typical of the claims of the Settlement Class they seek to represent for purposes of settlement;  
14 (d) a class action on behalf of the Settlement Class is superior to other available means of  
15 adjudicating this dispute; and (e) as set forth below, Plaintiffs and Class Counsel are adequate  
16 representatives of the Settlement Class. The proposed Class satisfies all of Rule 23's  
17 requirements, so the Court will finally certify the Settlement Class. Defendants retain all rights  
18 to assert that this action may not be certified as a class action, other than for settlement purposes.

19         6.       The Court certifies the following Nationwide Class and California Subclass for  
20 purposes of settlement only, defined as:

21                   **All persons in the United States to whom Sequoia sent notice of**  
22                   **the Data Security Incident.**

23                   **All California residents at the time of the Data Security**  
24                   **Incident, which occurred between September 22 and October 6,**  
25                   **2022, to whom Sequoia sent notice of the Data Security Incident.**

26         7.       Excluded from the Classes are officers and directors of Defendants, Class  
27 Counsel, the presiding Federal District Court Judge, and any members of that Judge's  
28 immediate family and judicial staff. These persons, along with the # person(s) who opted to be

1 excluded from the Settlement, shall have no rights under the Settlement, shall not share in the  
2 distribution of the Settlement benefits, and shall not be bound by the Settlement or any final  
3 judgment entered in this Action.

4 8. Class Notice: The approved Notice Program provided for a copy of the Short  
5 Form Notice to be emailed to all members of the Class who have been identified by Defendants  
6 through its records with an email address, and mailed to all members of the Class who have  
7 been identified by Defendants through their records with a mailing address but no email address.  
8 The Notice Program also included notice via the Long Form Notice posted on the Settlement  
9 Website for those whose mailing and email addresses were not available within Defendants'  
10 records. For mailed notices returned with a forwarding address, the Settlement Administrator  
11 mailed Short Form Notices to the forwarding addresses. The Settlement Administrator  
12 maintained the Settlement Website, which provided information about the Settlement, including  
13 copies of relevant Court documents, the Settlement Agreement, the Long Form Notice, and the  
14 Claim Form. The Settlement Administrator also maintained a toll-free help line with interactive  
15 voice response to address Settlement Class Members' inquiries.

16 9. Findings Concerning Notice: The Court finds and determines that the Notice  
17 Program, preliminarily approved on DATE, constituted the best notice practicable under the  
18 circumstances, constituted due and sufficient notice of the matters set forth in the notices to all  
19 persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule  
20 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and  
21 rules. The Notice Program involved direct notice via mail and email, and the Settlement Website  
22 providing details of the Settlement, including the benefits available, how to exclude or object  
23 to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further  
24 about details of the Settlement. The Court further finds that all of the notices are written in plain  
25 language and are readily understandable by Settlement Class Members. The Court further finds  
26 that notice has been provided to the appropriate state and federal officials in accordance with  
27 the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

1           10.     Kevin Mindeguia, Erin McGurk, Adam Enger, Amy Carter, Seth Jones, and  
2 Christopher Cottrell are found to be adequate and are hereby appointed as the Settlement Class  
3 Representatives.

4           11.     David M. Berger (Gibbs Mura LLP) and Rachele R. Byrd (Wolf Haldenstein  
5 Adler Freeman & Herz LLP), previously designated as Interim Co-Lead Class Counsel, and M.  
6 Anderson Berry (Clayco C. Arnold, APC) and Kaleigh N. Boyd (Tousley Brain Stephens  
7 PLLC), previously designated as the Interim Class Counsel Executive Committee, are all  
8 designated as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g). The Court finds  
9 that Mr. Berger, Ms. Byrd, Mr. Berry, and Ms. Boyd are experienced and have adequately  
10 protected the interests of the Settlement Class.

11           12.     Objections and Appearances: Any Class Member had the opportunity to enter an  
12 appearance in the Action, individually or through counsel of their own choice. Any Class  
13 Member also had the opportunity to object to the Settlement and the attorneys' fees and  
14 expenses award and to appear at the Fairness Hearing and show cause, if any, why the  
15 Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final  
16 judgment should not be entered thereon, why the Settlement should not be approved, or why  
17 the attorneys' fees and expenses award should not be granted, as set forth in the Court's  
18 Preliminary Approval Order. # class member(s) filed an objection to the proposed settlement.  
19 Any Settlement Class Member who did not make their objections in the manner and by the date  
20 set forth in the Court's Preliminary Approval Order shall be deemed to have waived any  
21 objections and shall be forever barred from raising such objections in this or any other action  
22 or proceeding, absent further order of the Court.

23           13.     Release: Upon the entry of this Order, Plaintiffs and each of all the Settlement  
24 Class Members, and Plaintiffs' Counsel shall have, fully, finally, and forever released,  
25 relinquished, and discharged Sequoia of all claims that were asserted or could have been  
26 asserted, by any Settlement Class Member against any of the Released Persons reasonably  
27 related to the operative facts alleged in or otherwise described by the Consolidated Amended  
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1 Class Action Complaint, except for enforcement of the Settlement Agreement and except as to  
2 Class Members who submitted a timely and valid request for exclusion from the Settlement.

3 14. Attorneys' Fees and Costs: Class Counsel moved for an award of attorneys' fees  
4 and litigation expenses on DATE, which Defendants did not oppose. Class Counsel requested  
5 \$2,175,000.00 in attorneys' fees and \$ in litigation costs. It is reasonable to award fees based  
6 on a percentage of the common fund, and Class Counsel's fee request represents a customary  
7 25% of the \$8,700,000 common fund. Accordingly, Class Counsel are awarded attorneys' fees  
8 in the amount of \$2,175,000.00 and litigation costs in the amount of \$. This amount shall be  
9 paid from the Settlement Fund in accordance with the terms of the Settlement.

10 15. Counsel for the Settlement Class shall file Post-Distribution Accounting within  
11 twenty-one (21) days after settlement checks have become stale, using the Court's Post  
12 Distribution Accounting Form (available at <https://cand.uscourts.gov/forms/civil-forms/>) and  
13 file it as ECF event "Post-Distribution Accounting" under Civil Events > Other Filings > Other  
14 Documents. Ten percent of Class Counsel's awarded attorneys' fees shall remain in the  
15 Settlement Fund until after Class Counsel files the necessary Post-Distribution Accounting, as  
16 described herein, and the Court authorizes the release to Class Counsel of the attorneys' fees  
17 remaining in the Settlement Fund.

18 16. Service Awards: Plaintiffs moved for their Service Awards on DATE, which  
19 Defendants did not oppose. Plaintiffs each requested a service award of \$3,500. The Court finds  
20 that Plaintiffs' requests for Service Awards are fair and reasonable, particularly in light of the  
21 results obtained for the Settlement Class as a direct result of Plaintiffs' willingness to act as  
22 class representatives and assist Class Counsel in this litigation. Accordingly, Plaintiffs are each  
23 awarded a Service Award in the amount of \$3,500. These amounts shall be paid from the  
24 Settlement Fund in accordance with the terms of the Settlement.

25 17. Payment to Settlement Class Members: The Claims Administrator shall make  
26 all required payments from the Settlement Fund in accordance with the amounts and the times  
27 set forth in the Settlement Agreement, including all payments to Settlement Class Members  
28

who submitted an approved claim, for the attorneys' fees and costs, for the service awards, and for all settlement administration costs.

The dates are as follows:

Event	Date for Compliance
Distribution of Settlement Fund Payments to Class Members	
Payment of Attorneys' Fees, Expenses	
Payment of Service Awards	
Payment of Settlement Administration Costs	

18. Dismissal with Prejudice: The above-captioned Action is hereby **DISMISSED WITH PREJUDICE**. Except as otherwise provided in this Final Approval Order, the parties shall bear their own costs and attorneys' fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

19. Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (ECF No. #) is **GRANTED**; and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards (ECF No. #) is **GRANTED**.

20. The Clerk is directed to enter Final Judgment, **CLOSE THIS CASE**, and **TERMINATE** any pending motions as **MOOT**.

**IT IS SO ORDERED.**

Dated: MONTH DAY, YEAR

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THE HONORABLE RITA F. LIN