

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

MARITZA RODRIGUEZ, et al., *individually
and on behalf of all those similarly situated,*

Plaintiffs,

v.

PROFESSIONAL FINANCE COMPANY,
INC.

Defendant.

Case No. 1:22-cv-01679-RMR-STV

Judge Hon. Regina M. Rodriguez

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Professional Finance Co., Inc. (“Defendant”). After reviewing Plaintiffs’ unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Class in prevailing on their claims, the good faith, arms’ length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Class, the proposed manner of allocating benefits to Class Members, the equitable treatment of Class Members under the Settlement, and all of the other factors required by Fed. R. Civ. P. 23 and relevant case law.

IT IS HEREBY ORDERED THAT:

1. The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the Litigation, Plaintiffs, Class Members, and Defendant.

2. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Kroll Settlement Administration, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the Settlement, and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. The Court does hereby preliminarily and conditionally approve and certify, solely for settlement purposes, the following “Class”:

All persons whose personally identifiable information was identified as included in the Data Breach and to whom notice of the Data Breach was sent.²

4. The Court preliminarily and conditionally approves and certifies, solely for settlement purposes, the following Subclasses:

All individuals who fall within the definition of the “Class” whose Social Security Numbers were potentially accessed or implicated in the Data Breach (the “SSN Subclass”).

All individuals who fall within the definition of the “Class” whose Social Security Numbers were not potentially accessed or implicated in the Data Breach (the “Non-SSN Subclass”).

5. Based on the information provided and solely for settlement purposes, the Court preliminarily finds: the Class is ascertainable; it consists of approximately 2 million Class Members satisfying numerosity; there are common questions of law and fact including whether

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

² “Data Breach” or “Data Incident” shall mean the cybersecurity incident involving Defendant and occurring on or around February of 2022 giving rise to the Litigation.

Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members; and a class action is superior to other available methods for the fair and efficient adjudication of this Action.

6. The Court preliminarily appoints Plaintiffs Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo as the Class Representatives.

7. The Court preliminarily appoints Jean S. Martin of Morgan & Morgan, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of the Lyon Firm as Class Counsel for the Class.

8. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator.

9. A Final Approval Hearing shall be held before the Court on ____ [date] _____, 2024 at ____ [time] _____ for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant and issue the Final Approval Order and Judgment, as defined in the Settlement Agreement;
- c. To determine whether the Settlement notice plan as implemented was appropriate;

- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards of \$3,500 each, and Class Counsel's combined attorneys' fees, of up to 30% of the Settlement Fund (\$750,000), and litigation expenses up to \$25,000.00 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

10. The Court approves, as to the form and content, the Notices. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

11. The Court preliminarily approves the following settlement timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other facets of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
PFC provides list of Class Members to the Settlement Administrator; Settlement Administrator provides W-9 to counsel for the Parties	+7 days
Long Form and Short Form Notices Posted on the Settlement Website	+14 days
Notice Deadline	+30 days
Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Deadline	+90 days
Exclusion Deadline	+90 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	+104 days
Claims Deadline	+120 days
Initially Approved Claims List	+148 days
<u>Final Approval Hearing</u>	+180 (at minimum)
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+35 days (if no appeal)
Settlement Website Deactivation	+120 days

12. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Deadline. The Settlement Administrator will ensure that all specific dates and deadlines are included in the appropriate Notices and posted on the Settlement Website after this Court enters this Order in accordance with the settlement timeline above.

13. All requests to opt out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Deadline. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as "opt-out," "opt

out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the Settlement or not to be bound by the Settlement) to Kroll Settlement Administration LLC. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Kroll Settlement Administration LLC, or Class Counsel. Class Members who seek to Opt-Out shall receive no benefit or compensation under this Settlement.

14. Class Members may submit an objection to the proposed Settlement under Federal Rule of Civil Procedure 23(e)(5). For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Deadline and include each and all of the following:

- (i) his/her full name, address, and current telephone number;
- (ii) the name and number of this case;
- (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and
- (iv) the objector’s signature.

15. If represented by counsel, the objecting Class Member must also provide the name and telephone number of his/her counsel. If the objecting Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

16. Any Objection failing to include the requirements expressed above will be deemed to be invalid, and the submitting Class Member shall be deemed to have waived any objection to (a) the Settlement, (b) the Released Claims and the Released Parties, (c) entry of Final Approval

Order and Judgment and any related orders of this Court, (d) Class Counsel's motion for fees, costs, and expenses and/or (e) Service Awards, whether by appeal, collateral attack, or otherwise. Class Members who have submitted a valid request for objection shall be entitled to be heard at the Final Approval Hearing. Other Class Members may request to be heard with the Court acting in its discretion whether to grant the request.

17. All Class Members, excepting those who validly exclude themselves from the Settlement, shall be bound by all determinations and judgments in this Litigation concerning the Settlement, including, but not limited to, the releases provided for in the Settlement Agreement, including the Released Claims against the Released Parties, whether favorable or unfavorable. Upon entry of the Final Approval Order and Judgment, all Class Members who have not timely requested to be excluded from the Class will be enjoined from proceeding against the Released Parties with respect to all Released Claims. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or the Final Approval Order and Judgment.

18. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against any of the Released Parties.

19. In the event the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and the Class Members shall retain all of their current rights to assert any and all

claims against Defendant, and Defendant shall retain any and all of its current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23 are not satisfied.

20. Neither this Order nor the Settlement Agreement, nor any other settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or settlement-related documents, shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claims that have been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the proposed settlement.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members, and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement consistent with the Settlement Agreement without further notice to the Class.

IT IS SO ORDERED.

/s/

The Honorable Regina M. Rodriguez
United States District Judge