

Exhibit B

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

GANESH SANKAR, ERIKA TITUS-LAY,
JARED CAVANAUGH, and KIMBERLY
VONGNALITH, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CALIFORNIA NORTHSTATE
UNIVERSITY, LLC,

Defendant.

Case No. 2:24-cv-00473-DAD-JDP

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Judge: Judge Dale A. Drozd

Before the Court is Plaintiffs' Motion for Preliminary Approval¹ (ECF No. ____, the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant California Northstate University, LLC, with accompanying exhibits attached thereto.

Having fully considered the issue, the Court hereby **GRANTS** the Motion for Preliminary Approval and **ORDERS** as follows:

¹ All defined terms herein have the meaning given to such terms in the Settlement Agreement, unless otherwise indicated.

1 1. **Class Certification for Settlement Purposes Only.** The Settlement
2 Agreement provides for a Settlement Class defined as follows:

3 All persons in the United States whose Private Information was potentially
4 accessible as a result of the Data Incident, including those who were sent
5 notification from Defendant that their Private Information was potentially
6 accessible as a result of the Data Incident.

7 Excluded from the Settlement Class are (a) all persons who are governing board members
8 of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and
9 Court staff. Pursuant to Fed. R. Civ. P. 23, the Court finds giving Notice to the Settlement Class
10 is justified. The Court finds it will likely be able to approve the proposed Settlement as fair,
11 reasonable, and adequate. The Court also finds it will likely be able to certify the Settlement Class
12 for purposes of judgment on the Settlement because it meets all requirements of Rule 23.

13 Specifically, the Court provisionally finds for settlement purposes only that: (a) the
14 Settlement Class is so numerous that joinder of all Settlement Class members would be
15 impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c)
16 the claims of the Class Representatives are typical, and the Class Representatives seek similar
17 relief as the claims of the Settlement Class members; (d) the Class Representatives will fairly
18 and adequately protect the interests of the Settlement Class; (e) questions of law or fact common
19 to Settlement Class members predominate over any questions affecting only individual
20 members; and (f) a class action and class settlement is superior to other methods available for a
21 fair and efficient resolution of this Action.

22 2. **Class Representatives and Class Counsel.** The Court finds that Plaintiffs
23 Ganesh Sankar, Erika Titus-Lay, Jared Cavanaugh, and Kimberly Vongnalith will likely satisfy the
24 requirements of Rule 23(a) and should be appointed as the Class Representatives. Additionally, the
25 Court finds Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Leanna A. Loginov of Shamis &
26 Gentile, P.A., Scott Edelsberg of Edelsberg Law, P.A., and Cassandra Miller of Strauss Borrelli
27 PLLC will likely satisfy the requirements of Rule 23(a) and should be appointed as Class
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Counsel.

3. **Preliminary Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary Settlement Class Member Benefits provided through the Settlement, the specific risks faced by the Settlement 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 Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on __, 2025, [at the Robert T. Matsui United States Courthouse, 501 I Street, Courtroom 4, 15th Floor, Sacramento, CA 95814 / via Zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be finally approved as fair, reasonable, and adequate; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the Releases set forth in the Settlement Agreement; and (e) Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration, LLC as the Settlement Administrator, with responsibility for disseminating Notice to Settlement Class members and settlement administration. The Settlement Administrator

is directed to perform all tasks the Settlement Agreement requires. Settlement Administration Costs will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The Notice Program set forth in the Settlement Agreement and the Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as **Exhibits 1, 2, and 3** are hereby approved. Non-material modifications to these documents consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of providing Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or opt-out of the proposed Settlement and to claim Settlement Class Member Benefits under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members; (d) meet all applicable requirements of law, including Rule 23; and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Opting Out of the Class.** Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be

1 excluded from the Settlement Class. Any individual in the Settlement Class who does not timely
2 and validly request to opt out shall be bound by the terms of this Agreement even if he or she does
3 not submit a Valid Claim.

4 In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a
5 declaration confirming the Notice Program was completed in accordance with the terms of the
6 Settlement Agreement and the Preliminary Approval Order, describing how the Notice Program
7 was completed, indicating the number of Claim Forms received, providing the names of each
8 individual in the Settlement Class who timely and properly requested to opt-out from the
9 Settlement Class, indicating the number of objections received, and other information as may be
10 necessary to allow the Parties to seek and obtain Final Approval.

11 10. **Objections and Appearances.** A Settlement Class member (who does not submit a
12 timely written request to opt-out) desiring to object to the Settlement and/or Application for Attorneys'
13 Fees, Costs, and Service Awards may submit a timely written objection by the Objection Deadline
14 and as stated in the Notice.

15 The Long Form Notice shall include a procedure for the Settlement Class to object to the
16 Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. The Postcard
17 Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection
18 instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's
19 Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the
20 objection must be submitted no later than the last day of the Objection Period, as specified in the
21 Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if
22 received with a postmark date indicated on the envelope if mailed first-class postage prepaid and
23 addressed in accordance with the instructions. If submitted by private courier (e.g., Federal
24 Express), an objection shall be deemed to have been submitted on the shipping date reflected on
25 the shipping label.

26 For an objection to be considered by the Court, the objection must also set forth: (a) the

objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement, shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Agreement

and/or Final Approval Order and judgment by appeal or other means. The provisions stated in the Agreement shall be the exclusive means for any challenge to the Agreement. Any challenge to the Agreement or the Final Approval Order and judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Class Counsel and Defendant have created a process for Settlement Class Members to claim Settlement Class Member Benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the Claims process. Settlement Class members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order is entered, all Settlement Class Members who qualify for any Settlement Class Member Benefits but fail to submit a Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order, including the releases contained therein.

15. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if any of the following conditions are not met: (a) Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement; (b) The Court has entered the Preliminary Approval Order; (c) The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and (d) The Effective Date has occurred. Defendant shall have the option to terminate the Agreement if more than 15 Settlement Class members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate

1 this Agreement within 10 days after the end of the Opt-Out Period, or the option to terminate shall
2 be considered waived. In the event the Agreement is terminated or fails to become effective, all
3 funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall
4 have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement
5 Administration Costs paid by or on behalf of Defendant. After payment of any Settlement
6 Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the
7 Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20
8 days of termination.

9 12. **Use of Order.** This Preliminary Approval shall not be construed or used as an
10 admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach,
11 liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval
12 Order be (i) construed or used as an admission, concession, or declaration by or against the Class
13 Representatives or any other Settlement Class member that his or her claims lack merit or that the
14 relief requested is inappropriate, improper, unavailable, or (ii) as a waiver by any Party of any
15 defense or claims they may have in this Action or in any other lawsuit.

16 13. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the
17 Final Approval Hearing and related deadlines without further written notice to the Settlement
18 Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on
19 the Settlement Website maintained by the Settlement Administrator. The Court may approve the
20 Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without
21 further notice to the Settlement Class.

22 14. **Stay of Litigation.** All proceedings in the Action, other than those related to
23 approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by
24 Settlement Class members concerning the Released Claims are hereby enjoined and stayed
25 pending the Final Approval Hearing and the order issuing therefrom.

26 15. **Schedule and Deadlines.** The Court orders the following schedule of dates for the
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specified actions/further proceedings:

Event	Timing
Deadline for Defendant to provide Class List	Within 5 days of Preliminary Approval Order
Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 60 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the original date of Final Approval Hearing
Objection Period Ends	30 days before the original date of the Final Approval Hearing
Opt-Out Period Ends	30 days before the original date of the Final Approval Hearing
Claim Form Deadline	15 days before the original date of the Final Approval Hearing
Final Approval Hearing	_____, 2025 at __: __ .m. in Courtroom ____ [No earlier than August 4, 2025]

IT IS SO ORDERED

Dated _____

Judge Dale A. Drozd