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12 Attorneys for Representative Plaintiffs
13 and the Plaintiff Class

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF IMPERIAL**

16 CHRISTINA FAVA, individually, and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 LABORERS INTERNATIONAL UNION
21 OF NORTH AMERICA LOCAL 1184,

22 Defendant.

Case No. ECU004029

CLASS ACTION

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

Date: October 30, 2025
Time: 8:30 a.m.
Dept: El Centro Department 9
Judge: Hon. L. Brooks Anderholt

23 This matter came before the Superior Court of the State of California, in and for the County
24 of Imperial, at 8:30 a.m. on October 30, 2025, in El Centro, Department 9. Cole & Van Note
25 appeared as counsel for Representative Plaintiffs Christina Fava and Carlos Basulto, individually,
26 and on behalf of the Plaintiff Class. Reich Adell & Cvitan, APLC appeared as counsel for
27 Defendant Laborers International Union of North America Local 1184. ("Defendant").

28 Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class
Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with

1 (accompanying exhibits) attached as **Exhibit A** to the Declaration of Scott Edward Cole (the
2 “Settlement Agreement”).¹ Having fully considered the issue, the Court hereby **GRANTS**
3 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

4 **IT IS HEREBY ORDERED THAT:**

5 1. Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is
6 **GRANTED**. The terms defined in the Settlement Agreement shall have the same meaning in this
7 Order.

8 2. Having made the findings set forth below, the Court conditionally certifies the
9 following Class for settlement purposes only:

10 “[A]ll persons whose Private Information was potentially compromised as a result
11 of the Data Security Incident.”

12 3. Excluded from the Settlement Class are all persons who are governing board members of
13 Defendant; governmental entities; the Court, the Court’s immediate family, and Court staff; and
14 any individual who timely and validly opts-out of the Settlement..

15 4. For settlement purposes only, with respect to the Settlement Class, the Court
16 preliminarily finds the prerequisites for a class action pursuant to California Code of Civil
17 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder
18 of all individual Settlement Class Members in a single proceeding is impracticable, (b) questions
19 of law and fact common to all Settlement Class Members predominate over any potential
20 individual questions, (c) the claims of the Plaintiffs are typical of the claims of the Settlement
21 Class (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests
22 of the Settlement Class, and (e) a class action is the superior method to fairly and efficiently
23 adjudicate this controversy.

24 5. The Court hereby appoints Plaintiffs Christina Fava and Carlos Basulto as Class
25 Representatives for the Settlement Class.

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28 ¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

1 6. The Court hereby appoints Scott Edward Cole of Cole & Van Note as Class
2 Counsel.

3 7. The terms of the Settlement, including its proposed release, are preliminarily
4 approved as within the range of reasonableness, and are sufficient to warrant providing notice of
5 the Settlement to the Settlement Class in accordance with the notice plan, and are subject to further
6 and final consideration at the Final Approval Hearing provided for below. In making this
7 determination, the Court considered the fact that the Settlement is the product of arm's-length
8 negotiations conducted by experienced and knowledgeable counsel, the current posture of the
9 Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of
10 continuing litigation to the Parties and the Settlement Class.

11 8. As provided for in the Settlement Agreement, if the Court does not grant final
12 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
13 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement
14 purposes only provided for herein will be vacated, and the Action shall proceed as though the
15 Settlement Class had never been certified, with no admission of liability or merit as to any issue,
16 and no prejudice or impact as to any party's position on the issue of class certification or any other
17 issue in the case.

18 9. The Court appoints CPT Group as the Settlement Administrator. The
19 responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

20 10. The proposed notice plan set forth in the Settlement Agreement and the Notice and
21 Claim Form attached to the Settlement Agreement as **Exhibits 1-3** are hereby approved. Non-
22 material modifications to these Exhibits may be made with approval by the Parties but without
23 further order of the Court.

24 11. The Court has considered the Class Notice provisions of the Settlement and the
25 Notice. The Court finds that the direct mailing of Notice in the manner set forth in the notice plan
26 is the best notice practicable under the circumstances, constitutes due and sufficient notice of the
27 Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable
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1 law and due process. The Court orders the Settlement Administrator to commence the notice plan
2 following entry of this Order in accordance with the terms of the Settlement Agreement.

3 12. Any Settlement Class Member who wishes to be excluded from the Settlement
4 Class must mail an opt-out Request for Exclusion to the Settlement Administrator at the address
5 and in the manner provided in the Notice. Such opt-out Requests for Exclusion must meet the Opt-
6 Out Deadline established by this Order and stated in the Notice.

7 13. For a Request for Exclusion to be properly completed and executed, subject to
8 approval by the Court, it must be personally signed by the Settlement Class Member and contain
9 the name, address, telephone number, and email address (if any), and include a statement indicating
10 a request to be excluded from the Settlement Class.

11 14. The Settlement Administrator shall provide the Settling Parties with a complete and
12 final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement
13 Class and, upon request, copies of all completed Requests for Exclusions.

14 15. If the Final Judgment is entered, any Settlement Class Member who has not
15 submitted a timely, valid written opt-out Request for Exclusion from the Settlement Class shall be
16 bound by all subsequent proceedings, orders and judgments in this Litigation, including but not
17 limited to the release set forth in the Final Judgment. Settlement Class Members who submit valid
18 and timely opt-out Requests for Exclusion shall not be entitled to receive any benefits from the
19 Settlement.

20 16. A Settlement Class Member who does not file a valid and timely Request for
21 Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement.
22 The Long Form Notice shall instruct Settlement Class Members who wish to object to the
23 Agreement to send their written objections only to the Court. The Notice shall make clear the Court
24 can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice
25 shall advise Settlement Class Members of the deadline for submission of any objections. Any such
26 notices of an intent to object to the Class Settlement Agreement must be mailed to the Clerk of the
27 Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. The Notice of
28 Objection must include all of the following (a) the name of this Litigation (*Fava v. Laborers*

1 *International Union of North America Local 1184*, Case No. ECU004029); (b) the objector's full
2 name, mailing address, telephone number, and email address (if any); (c) the specific reasons for
3 the objection, accompanied by any legal support for the objection known to the objector or
4 objector's counsel; (d) the number of times the objector has objected to a class action settlement
5 within the 5 years preceding the date that the objector files the objection, the caption of each case
6 in which the objector has made such objection, and a copy of any orders related to or ruling upon
7 the objector's prior objections that were issued by the trial and appellate courts in each listed case;
8 (e) the identity of all counsel who represent the objector, including any former or current counsel
9 who may be entitled to compensation for any reason related to the objection to the Settlement
10 and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the number of times in
11 which the objector's counsel and/or counsel's law firm have objected to a class action settlement
12 within the 5 years preceding the date of the filed objection, the caption of each case in which
13 counsel or the firm has made such objection and a copy of any orders related to or ruling upon
14 counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate
15 courts in each listed case in which the objector's counsel and/or counsel's law firm have objected
16 to a class action settlement within the preceding 5 years; (g) any and all agreements that relate to
17 the objection or the process of objecting—whether written or oral—between objector or objector's
18 counsel and any other person or entity; (h) the identity of all counsel (if any) representing the
19 objector and whether they will appear and address the Court at the Final Approval Hearing; (i) a
20 list of all persons who will be called to testify at the Final Approval Hearing in support of the
21 objection (if any); (j) a statement confirming whether the objector intends to personally appear
22 and/or testify at the Final Approval Hearing; and (k) the objector's signature (an attorney's
23 signature is not sufficient). To be timely, written notice of an objection in the appropriate form
24 must be filed or postmarked no later than the Objection Deadline.

25 17. Any Settlement Class Member who fails to comply with the provisions in this Order
26 will waive and forfeit any and all rights they may have to object, will have their objection stricken
27 from the record and will lose their rights to appeal from approval of the Settlement. Any such
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1 Settlement Class Member shall also be bound by all subsequent proceedings, orders and judgments
2 in this Litigation, including but not limited to the release set forth in the Final Judgment.

3 18. Settlement Class Counsel and Defendant have created a process for Settlement
4 Class Members to claim benefits under the Settlement. The Court preliminarily approves this
5 process and directs the Settlement Administrator to make the Claim Form or its substantial
6 equivalent available to Settlement Class Members in the manner specified in the Notice. The
7 Settlement Administrator will be responsible for effectuating the claims process.

8 19. Settlement Class Members who qualify for and wish to submit a Claim Form shall
9 do so in accordance with the requirements and procedures specified in the Notice and the Claim
10 Form. If the Final Judgment is entered, all Settlement Class Members who qualify for any benefit
11 under the Settlement but fail to submit a claim in accordance with the requirements and procedures
12 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit
13 but will in all other respects be subject to and bound by the provisions in the Final Judgment,
14 including the release.

15 20. This Order shall become null and void and shall be without prejudice to the rights
16 of the Parties, all of whom shall be restored to their respective positions existing before the Court
17 entered this Order and before they entered the Settlement Agreement, if: (i) the Court does not
18 enter this Preliminary Approval Order, (ii) Settlement is not finally approved by the Court or is
19 terminated in accordance with the Settlement Agreement, (iii) there is no Effective Date or (iv) the
20 number of Opt-Outs is greater than two percent of the estimated Settlement Class. In such event,
21 the Settlement and Settlement Agreement shall become null and void and be of no further force
22 and effect, and neither the Settlement Agreement nor the Court's orders, including this Order,
23 relating to the Settlement shall be used or referred to for any purpose whatsoever.

24 21. This Order shall be of no force or effect if the Final Judgment is not entered or there
25 is no Effective Date and shall not be construed or used as an admission, concession or declaration
26 by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Order be
27 construed or used as an admission, concession or declaration by or against the Representative
28 Plaintiffs or any other Settlement Class Member that his or her claims lack merit or that the relief

requested is inappropriate, improper, unavailable or as a waiver by any party of any defense or claims they may have in this Litigation or in any other lawsuit.

22. The Court will hold a Final Approval Hearing on March 10, 2026 at the Superior Court of the State of California, in and for the County of Imperial in El Centro Department 9, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed, (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class, (c) the application by Plaintiff's Counsel for an award of attorneys' fees, costs and Settlement Administrator expenses as provided for under the Settlement, (d) the application for Plaintiff's Service Award, as provided for under the Settlement, (e) whether the release of Released Claims as set forth in the Settlement should be provided, (f) whether the Court should enter a Final Order and Judgment and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court. The Settlement Administrator and/or Plaintiffs' Counsel will provide notice to any objecting party of any continuance of the Motion for Final Approval.

23. The related time periods for events preceding the Final Approval Hearing are as follows:

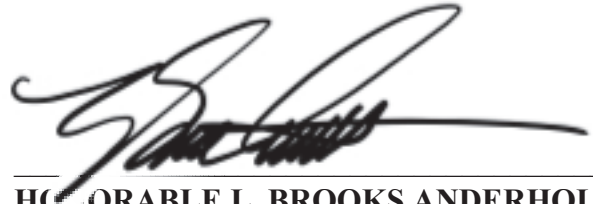
<u>Event</u>	<u>Date</u>
Settlement Administrator sends Notice to the Settlement Class (the "Notice Date")	25 days after Entry of Preliminary Approval Order
Last day for Class Members to opt out or object to the proposed Settlement	60 days after the Notice Date
Last day for Settlement Class Members to submit Claim Forms	60 days after the Notice Date
Date by which Class Counsel is to file Motion for Final Approval of Settlement and Petition for Award of Attorneys' Fees, Costs and Service Award	No later than 10 days after the close of the Objection/Opt-Out Period
Final Approval Hearing	<u>March 10</u> , 2026

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IT IS SO ORDERED.

Dated: 11/06/2025



HONORABLE L. BROOKS ANDERHOLT
JUDGE OF THE SUPERIOR COURT