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FILED
San Diego Superior Court

MAR 19 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ROBIN FOSTER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LEO HAMEL FINE JEWELERS, INC.,

Defendant.

Case No. 37-2023-00019871-CU-MC-CTL

Assigned to: Judge Joel R. Wohlfeil

Department: 73

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

Date:

Time:

1 In April 2025, Plaintiff Robin Foster (“Plaintiff”) and Defendant Leo Hamel Fine
2 Jewelers, Inc. (“Defendant”) entered into a Settlement Agreement and Release which was revised
3 in October 2025 (“Settlement Agreement” or “Settlement”)¹.

4 This matter came on for hearing on XXXX in Department 73 of the above-captioned Court
5 on Plaintiff’s Renewed Motion for Preliminary Approval of Class Action Settlement (“Motion”).

6 Having fully reviewed the Motion, the supporting Memorandum of Points and Authorities,
7 Declaration of Ben Travis, Declaration of Joshua Swigart (and its exhibits), including the Class
8 Action Settlement Agreement (“Settlement”), and the Notices attached as exhibits to the
9 Settlement, and in recognition of the Court’s duties (to make a preliminary determination as to the
10 reasonableness of any proposed class action settlement; to ensure proper notice is provided to all
11 Class Members in accordance with due process requirements; and to set a Final Approval Hearing
12 to consider the good faith, fairness, adequacy and reasonableness of the proposed Settlement), the
13 Court makes the following determinations and orders:

14 1. The proposed Settlement appears to be within the range of reasonableness of a
15 settlement which could ultimately be given final approval by this Court. The proposed Settlement
16 does not improperly grant preferential treatment to any segment of the Settlement Class. The
17 proposed Settlement is sufficient to warrant sending notice to the members of the Settlement Class.
18 The procedures for establishing and administering the benefits provided by the proposed Settlement
19 and for notice to Settlement Class Members satisfies due process.

20 2. The Court conditionally finds, for the purposes of approving this settlement only,
21 that the proposed Settlement Class meets the requirements for certification under § 382 of the
22 California Code of Civil Procedure: (a) the proposed Settlement Class is ascertainable and so
23 numerous that joinder of all members of the Class is impracticable; (b) there are questions of law
24 or fact common to the proposed Settlement Class, and a well-defined community of interest among
25 members of the proposed Settlement Class with respect to the subject matter of the class action; (c)

26 _____
27 ¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the
28 Settlement Agreement.

1 the claims of the Class Representative is typical of the claims of the members of the proposed
2 Settlement Class; (d) the Class Representative does and fairly and adequately will continue to
3 protect the interests of the Settlement Class; (e) a class action is superior to other available methods
4 for an efficient adjudication of this controversy in the context of settlement; and (f) counsel of
5 record for the Plaintiff are qualified to serve as Class Counsel for the Settlement Class. Defendant
6 retains all rights to assert that this action may not be certified as a class action, other than for
7 settlement purposes.

8 3. The Court has reviewed the notices for the Settlement Class and the methods for
9 providing notice and has determined that these forms and methods of notice constitute the best
10 notice practicable under the circumstances; are reasonably calculated to apprise Settlement Class
11 Members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are
12 reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive
13 notice; and meet all applicable requirements of the applicable laws and due process.

14 **Accordingly, IT IS HEREBY ORDERED that:**

15 1. The Renewed Motion for Preliminary Approval is **GRANTED**. The Court
16 preliminarily approves the Settlement.

17 2. The Court hereby certifies, for settlement purposes only, a Settlement Class
18 consisting of all current and former employees of Defendant who reside in the United States and
19 whose information may have been impacted by the Cybersecurity Incident. “Cybersecurity
20 Incident” refers to the alleged cybersecurity incident on or about November 10, 2022 affecting
21 Defendant’s systems. Excluded from the Settlement Class are: (i) Defendant, its officers and
22 directors; (ii) all Settlement Class Members who timely and validly request exclusion from the
23 Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other
24 person found by a court of competent jurisdiction to be guilty under criminal law of initiating,
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1 causing, aiding or abetting the criminal activity occurrence of the Cybersecurity Incident or who
2 pleads nolo contendere to any such charge.

3 3. Settlement Class Representative. For purposes of the Settlement only, the Court
4 preliminarily finds and determines, that Plaintiff Robin Foster will fairly and adequately represent
5 the interests of the Settlement Class in enforcing their rights in the action and appoints him as
6 Settlement Class Representative. The Court preliminarily finds that he is similarly situated to absent
7 Settlement Class Members and therefore typical of the Settlement Class, and that he will be an
8 adequate Settlement Class Representative.

9 4. Class Counsel. For purposes of the Settlement, the Court appoints Ben Travis of
10 Ben Travis Law, APC and Joshua Swigart and Jayson Swigart of Swigart Law Group, APC as
11 Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with
12 respect to the Settlement. The Court authorizes Settlement Class Counsel to enter into the
13 Settlement on behalf of the Settlement Class Representative and Settlement Class, and to bind them
14 all to the duties and obligations contained therein, subject to final approval by the Court of the
15 Settlement.

16 5. Administration. CPT Group, Inc. is appointed as Settlement Administrator to
17 administer the notice procedure and the processing of claims for the Settlement Class. The
18 Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The
19 Settlement Administrator's fees will be paid out of the Settlement Fund pursuant to the terms of the
20 Settlement Agreement.

21 6. Class Notice. The form and content of the proposed Long Form Notice, Email
22 Notice, Postcard Notice and Claim Form attached to the Settlement Agreement are hereby
23 approved. The Parties and Settlement Administrator may amend the notice documents as necessary
24 to add dates, correct errors, and improve the information provided to Settlement Class Members.

25 7. The Settlement Administrator shall send the applicable notice as provided by the
26 Settlement Agreement.

1 12. Exclusions from the Settlement. Members of the Settlement Class who wish to
2 exclude themselves from the Settlement Class must advise the Settlement Administrator by
3 providing a written Request for Exclusion. The Request for Exclusion must be postmarked no later
4 than **sixty (60) days after the Notice Deadline** (the “Opt-Out Deadline”). In it, the Settlement
5 Class member must state the name of the proceeding, the individual’s full name, current address,
6 personal signature, and the words “Request for Exclusion” or a comparable statement that the
7 individual does not wish to participate in the Settlement at the top of the communication. Any
8 member of the Settlement Class who submits a valid and timely Request for Exclusion will not be
9 bound by the terms of the Settlement. All members of the Settlement Class who do not submit a
10 timely, valid Request for Exclusion, however, will be bound by the Agreement and the Judgment,
11 including the releases and covenant not to sue.

12 13. Objections. Any Settlement Class Member who intends to object to the Settlement
13 may appear at the Final Approval Hearing or submit a a written objection to the settlement
14 administrator, no later than **sixty (60) days after the Notice Deadline** (the “Objection Deadline”).
15 The settlement administrator shall provide all written objections to Class Counsel who shall file
16 such objections with the Court. In a written Objection, the Settlement Class Member must include
17 (1) the name of the proceedings; (2) the Settlement Class Member's full name, current mailing
18 address, and telephone number; (3) a statement that states with specificity the grounds for the
19 objection; (4) the identity of any attorneys representing the objector; and, (5) the signature of the
20 Settlement Class Member or the Settlement Class Member’s attorney. Any Settlement Class
21 Member may appear at the Final Approval Hearing, either in person or through an attorney hired
22 at the Settlement Class Member’s own expense, to object to the fairness, reasonableness, or
23 adequacy of the Settlement.

24 14. Motion for Final Approval. The motion for final approval shall be filed and served
25 **at least sixteen (16) court days before the Final Approval Hearing.**

26 15. Defendant shall bear no responsibility for any application for attorneys’ fees and
27 costs and service awards, and such matters will be considered separately from the fairness,
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1 reasonable, and adequacy of the Settlement. At the Final Approval Hearing, the Court shall
2 determine whether any application for attorneys' fees and costs to Class Counsel and any service
3 awards to the Court-appointed Settlement Class Representative shall be approved.

4 16. All reasonable expenses incurred in identifying and notifying Settlement Class
5 Members, as well as administering the Settlement, shall be paid in accordance with the terms set
6 forth in the Settlement.

7 17. The Court will hold a Final Approval Hearing on _____ at
8 _____ in Department 73 of the Superior Court of California, County of San Diego
9 located at 330 W Broadway, San Diego, California 92101, to determine: (a) whether the Settlement
10 on the terms and conditions provided for therein is fair, reasonable and adequate and should be
11 finally approved by the Court; (b) whether a judgment should be entered; (c) whether Settlement
12 Class Counsel should be awarded attorneys' fees and costs, and if so, in what amount; and
13 (d) whether a service award should be awarded to the Court-appointed Settlement Class
14 Representative, and if so, in what amount. The Court may postpone the Final Approval Hearing
15 and notice shall be provided of any such postponement on the Settlement Administrator's website
16 without further notice to Settlement Class Members.

17 18. Neither the Settlement or any of its terms or provisions, nor any of the negotiations
18 or proceedings connected with the Settlement, whether or not consummated, shall be construed as
19 an admission or concession of any kind by any of the Parties. Neither the Settlement nor any of its
20 terms or provisions, nor any of the negotiations or proceedings connected with the Settlement, may
21 be offered against any of the Parties as evidence of, or construed as or deemed to be evidence of,
22 any presumption, concession or admission by any of the Parties regarding any issue whatsoever
23 including: (i) whether it was appropriate for class certification; (ii) the validity of any allegation or
24 claim that was, could have been or will be asserted against Defendant; (iii) liability, negligence,
25 fault, or wrongdoing of any kind; and (iv) the existence or scope of any damages.

26 19. The Court retains exclusive and continuing jurisdiction over the Parties and the
27 Settlement Class Members to consider all further motions and applications arising out of, or
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1 connected with, the Settlement. The Court may approve the Settlement with such modifications as
2 may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class. The
3 Court shall also retain jurisdiction with respect to the implementation and enforcement of the terms
4 of the Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of
5 implementing and enforcing the Settlement.

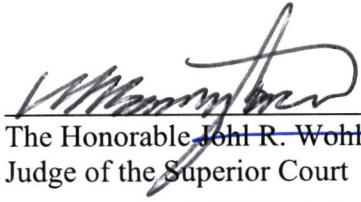
6 20. All Settlement Class Members shall be bound by all determinations and judgments
7 of the Court in the Action concerning the Settlement and related matters, whether favorable or
8 unfavorable to the Settlement Class.

9 21. Stay of Proceedings: All proceedings in this action shall be stayed until further order
10 of the Court, except for proceedings that may be necessary to implement this Preliminary Approval
11 Order, the Settlement, its Exhibits, or to comply with or effectuate the terms and conditions of the
12 Settlement.

13 22. Pending final determination of whether the proposed Settlement should be
14 approved, neither Plaintiff nor any Settlement Class Member, directly or indirectly,
15 representatively, or in any other capacity, shall commence or prosecute against any of the
16 Defendants, any action or proceeding in any court or tribunal asserting any of the Released Claims.

17
18 **IT IS SO ORDERED.**

19
20 Date: March 19, 2024


The Honorable ~~John R. Wohlfeil~~
Judge of the Superior Court

MICHAEL D. WASHINGTON