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San Diego Superior Court

SEP 19 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

KEITH CALDWELL, et al.,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

IDENTITY INTELLIGENCE GROUP, LLC,
a Nevada limited liability company; and
DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2023-00012108-CU-BT-CTL

CLASS ACTION

**PROPOSED FINAL APPROVAL
ORDER AND JUDGMENT**

*[Includes Order Granting Motion for
Attorneys' Fees, Litigation Expenses, and
Service Awards]*

[IMAGED FILE]

1 Pending before the Court are two motions relating to the settlement agreement
2 (“Settlement”) between plaintiffs Keith Caldwell and Asya Hunter (“Plaintiffs”) and defendant
3 Identity Intelligence Group, LLC (“Defendant”): (1) Plaintiffs’ Motion for Final Approval of Class
4 Action Settlement; and (2) Class Counsel’s Motion for Award of Attorneys’ Fees, Litigation
5 Expenses, and Class Representative Service Awards.

6 WHEREAS, on May 9, 2025, this Court entered an order granting Plaintiffs’ motion for
7 preliminary approval of the Settlement (ROA# 141);

8 WHEREAS, counsel for the Parties appeared before this Court on September 19, 2025, at
9 which time Plaintiffs requested final approval of the Settlement and Class Counsel requested an
10 award of attorneys’ fees, reimbursement of litigation expenses, and service awards; and

11 WHEREAS, due and adequate notice of the Settlement having been given, and the Court
12 having considered all papers filed and proceedings had herein, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

14 1. All terms and phrases in this Final Approval Order and Judgment shall have the same
15 meanings ascribed to them in the Settlement Agreement (ROA# 137 Ex. 1), unless otherwise noted.

16 2. The Court finds and determines that the notice procedure implemented in this Action
17 provides for the best notice practicable under the circumstances, and that such notice procedure
18 satisfies the requirements of California Rules of Court, rule 3.769, and due process.

19 3. The Court finds and determines that no Class Member has objected to any aspect of
20 the Settlement.

21 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
22 and adequate. The Court further finds and determines that settlement of the Action at this time will
23 avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented
24 by the further prosecution of the Action. The Court hereby grants final approval of the Settlement
25 and directs the Parties to effectuate and consummate the Settlement’s terms as set forth in the
26 Agreement and this Order.

1 5. The Class is defined as follows:

2 All California residents who were both (1) enrolled in an IdentityIQ membership
3 between March 30, 2011 and August 20, 2023, inclusive, and (2) charged one or
4 more renewal fees for that membership on or after March 22, 2019. Excluded from
 the Class are all employees of Defendant, all employees of Plaintiffs' counsel, and
 the judicial officers to whom this case is assigned.

5 6. The Court finds that one individual, Patrice Williams, requested to be excluded from
6 the Settlement Class. Accordingly, Patrice Williams is excluded from the Class and shall not be
7 bound by the Settlement Agreement or Release.

8 7. Pursuant to Section IV.A of the Settlement Agreement, Defendant shall transmit the
9 remaining \$8,269,854 of the Settlement Amount to the Settlement Administrator by wire transfer
10 no later than December 15, 2025 (the "Funding Date").

11 8. The Court grants Class Counsel's motion for an award of attorneys' fees in the
12 amount of \$3,332,544.52, which the Court finds justified under the common fund doctrine and with
13 a lodestar/multiplier cross-check. Pursuant to the Settlement Agreement, the Settlement
14 Administrator shall pay the fee award to Class Counsel from the Settlement Amount, half within 7
15 days after the Funding Date and half 30 days thereafter. The fee award is warranted in light of the
16 substantial time Class Counsel devoted to the Action, the risk Class Counsel undertook in
17 prosecuting the Action on a contingency basis, the novelty of the legal issues, the skill with which
18 Class Counsel presented Plaintiffs' claims in both the Superior Court and the appellate court while
19 facing vigorous opposition by experienced counsel, and the results achieved for the Class.

20 9. The Court grants Class Counsel's motion for reimbursement of litigation expenses
21 in the amount of \$105,305.99, which the Court finds were reasonably incurred in the prosecution of
22 the Action. The Settlement Administrator shall pay the expense amount to Class Counsel from the
23 Settlement Amount within 7 days after the Funding Date.

24 10. The Court grants the request for service awards to the Class Representatives, Keith
25 Caldwell and Asya Hunter, in the amount of \$10,000 each. The Court finds that these payments are
26 justified in light of the time and effort devoted to the Action, the risk undertaken in serving as the
27 named plaintiffs, and the recovery obtained on behalf of the Class. The Settlement Administrator
28 shall pay these service awards from the Settlement Amount within 7 days after the Funding Date.

1 11. The Court finds that the fees and expenses of the Settlement Administrator, CPT
2 Group, Inc., in the amount of \$255,000, are fair and reasonable. Such payment is authorized to be
3 made from the Settlement Amount after the Funding Date.

4 12. Following the Funding Date, to the extent the Settlement Administrator did not
5 previously receive a Participating Class Member's election regarding a method for settlement
6 payment, the Settlement Administrator shall send at least two emails to Participating Class Members
7 requesting such election. Participating Class Members for whom the Settlement Administrator does
8 not have an email address shall be sent a postcard notice. Participating Class Members must select
9 a payment method by the date that is 60 days after the Funding Date. Thereafter, the Settlement
10 Administrator shall distribute the Net Settlement Amount on an equal, pro-rata basis to those
11 Participating Class Members who timely selected a payment method. Settlement checks or
12 payments not negotiated or completed within 60 days after mailing or transmittal by the Settlement
13 Administrator will be void. Any portion of the Net Settlement Amount that remains unpaid at the
14 end of 90 days following the date on which the Settlement Administrator commenced the initial
15 distribution will be paid out in a second distribution, unless the Settlement Administrator, in
16 conjunction with Class Counsel, concludes that a second distribution would not be economical. In
17 any such second distribution, each Participating Class Member who negotiated or completed their
18 payment in the initial distribution will be entitled to receive an equal, pro-rata portion of the
19 remaining and unpaid Net Settlement Amount.

20 13. The Court approves as *cy pres* recipients Consumer Federation of California and San
21 Francisco Consumer Action, each to receive 50% of any residual settlement funds. Any portion of
22 the Net Settlement Amount that remains unpaid 60 days after a second distribution, or 135 days
23 after the initial distribution if there is no second distribution, shall be paid to the *cy pres* recipients.

24 14. Other than as stated above in Paragraph 6, Plaintiffs and all Class Members are bound
25 by the terms of the Settlement Agreement, including its Release, and this Final Approval Order and
26 Judgment. Pursuant to Section IX of the Settlement Agreement, immediately upon full funding of
27 the Settlement by Defendant, all of the claims to be released by Plaintiffs and Class Members shall
28 be released.

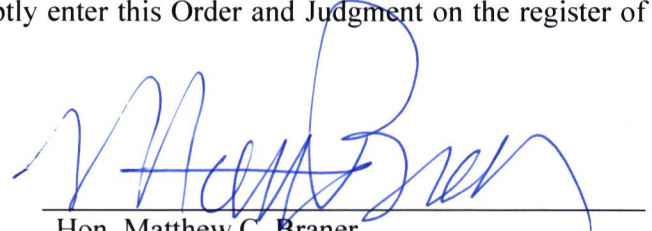
1 15. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
2 the Parties are ordered to cause a copy of this Final Approval Order and Judgment to be posted by
3 the Settlement Administrator on the Settlement Website.

4 16. This Final Approval Order and Judgment constitutes a final judgment that is binding
5 on the Parties and the Class Members. Without affecting the finality of this Final Approval Order
6 and Judgment, pursuant to California Code of Civil Procedure section 664.6 and California Rules
7 of Court, rule 3.769(h), this Court retains continuing jurisdiction over the subject matter of the
8 Action, the Class Representatives, the Class Members, and Defendant to implement and enforce the
9 Settlement Agreement and this Final Approval Order and Judgment.

10 17. The Clerk is directed to promptly enter this Order and Judgment on the register of
11 actions.

12 IT IS SO ORDERED.

13 DATED: 9/19, 2025



Hon. Matthew C. Braner
Judge of the Superior Court