

FILED
San Diego Superior Court

MAY 09 2025

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

KEITH CALDWELL, ASYA HUNTER, and
SHAUNA STONE, 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]~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVIDING FOR
NOTICE**

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement
2 (“Motion”) relating to the Settlement Agreement (“Settlement”) between Keith Caldwell and Asya
3 Hunter (“Plaintiffs”) and defendant Identity Intelligence Group, LLC (“Defendant”). Having read
4 and considered the moving papers, including the Settlement Agreement, and finding good cause,
5 the Court finds and orders as follows:

6 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of
7 Points and Authorities in Support of the Motion, the discussion at the hearing conducted on May 9,
8 2025, and the entire record, the Motion for Preliminary Approval of Class Action Settlement is
9 GRANTED.

10 2. The Court hereby conditionally certifies the following class (“Class”) for settlement
11 purposes only: “All California residents who were both (1) enrolled in an IdentityIQ membership
12 between March 30, 2011 and August 20, 2023, inclusive, and (2) charged one or more renewal fees
13 for that membership on or after March 22, 2019. Excluded from the Class are all employees of
14 Defendant, all employees of Plaintiffs’ counsel, and the judicial officers to whom this case is
15 assigned.”

16 3. The Court grants leave for Plaintiffs to file a First Amended Complaint, setting forth
17 the foregoing definition of the Class. Defendant is deemed to have denied all material allegations of
18 the First Amended Complaint without the necessity of filing an Answer.

19 4. The Court appoints Dostart Hannink LLP as Class Counsel. The Court appoints
20 plaintiffs Keith Caldwell and Asya Hunter as the Class Representatives. The Court designates CPT
21 Group, Inc. as the Settlement Administrator.

22 5. The Court preliminarily approves the Settlement,¹ including the monetary relief,
23 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses
24 to the extent ultimately awarded by the Court, and procedure for payment of any service awards to
25 the extent ultimately awarded by the Court. The Court has reviewed the monetary relief and the
26

27 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms in
28 the Settlement Agreement.

1 injunctive relief that are provided as part of the Settlement and recognizes the value to the Class. It
2 appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as
3 to all Class Members when balanced against the cost and uncertainty associated with further
4 litigation. It further appears that settlement of the Action at this time will avoid substantial additional
5 costs by all Parties, as well as the delay and risks that would be presented by the further prosecution
6 of the Action. It also appears that the Settlement has been reached as a result of intensive, serious,
7 and non-collusive arm's-length negotiations.

8 6. The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement
9 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), and the
10 Long Form Notice (Exhibit C to the Settlement Agreement). The notice procedure described in the
11 Settlement Agreement meets the requirements of Rule 3.766(d) of the California Rules of Court and
12 due process, and constitutes the best practicable notice under the circumstances. The Settlement
13 Administrator is directed to disseminate the Summary Class Notice to Class Members via email (or,
14 if no email address is available, then via U.S. Mail) no later than thirty-five (35) days after notice of
15 entry of this Order. The date on which the Summary Class Notice is emailed or mailed is the "Notice
16 Date." The Settlement Administrator is directed to take all steps necessary to establish a settlement
17 website and to post the Long Form Notice on the website by the Notice Date.

18 7. As set forth in the Settlement Agreement, any individual who wishes to exclude
19 himself or herself from the Settlement shall mail, email, or deliver to the Settlement Administrator
20 a written request for exclusion no later than forty-five (45) days following the Notice Date. The
21 written request for exclusion must set forth the name of the lawsuit (*Caldwell, et al. v. Identity*
22 *Intelligence Group, LLC*, Case No. 37-2023-00012108-CU-BTCTL), the class member's name,
23 address, telephone number, and email address, along with the statement: "I wish to be excluded
24 from the *Caldwell, et al. v. Identity Intelligence Group, LLC* Settlement" or words to that effect.
25 Any request for exclusion must be personally signed by each person requesting exclusion. So-called
26 "mass" or "class" opt-outs shall not be allowed. Class Members who do not timely request exclusion
27 shall be bound by the provisions of the Settlement Agreement and all orders or judgments that may
28 be entered by the Court.

1 8. Class Members may object to the Settlement either orally or in writing. Any written
2 objection shall be filed with the Court and served upon Class Counsel, Defendant's counsel, and the
3 Settlement Administrator, no later than forty-five (45) days following the Notice Date. The written
4 objection must set forth the name of the lawsuit (*Caldwell, et al. v. Identity Intelligence Group, LLC*,
5 Case No. 37-2023-00012108-CU-BT-CTL), the class member's name, address, telephone number,
6 and email address, along with the statement: "I declare under penalty of perjury that, to the best of
7 my knowledge, I was enrolled in an IdentityIQ membership between March 30, 2011 and August
8 20, 2023, inclusive, for which I was charged one or more renewal fees on or after March 22, 2019,
9 and I wish to object to the Settlement." The written objection must also state the factual and legal
10 basis for the objection; the name and contact information of any and all attorneys representing,
11 advising, or in any way assisting the objector in connection with the preparation or submission of
12 the objection or who may profit from the pursuit of the objection; and a statement indicating whether
13 the objector intends to appear at the Final Approval Hearing. Any documents that the objecting class
14 member wishes for the Court to consider must also be attached to the objection. Any written
15 objection must be filed with the Court and served by mail as follows: (1) *Caldwell v. Identity*
16 *Intelligence Group, LLC* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine,
17 California 92606; (2) to Defendant's counsel, Shannon Z. Petersen, Sheppard, Mullin, Richter &
18 Hampton, LLP, 12275 El Camino Real, Suite 100, San Diego, California 92130; and (3) to Class
19 Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla,
20 California 92037. Alternatively, an objection may be made by a Class Member or through the Class
21 Member's counsel to the Court orally at the Final Approval Hearing ~~either~~.

22 9. Plaintiffs shall file their motion for final approval by the date specified below. The
23 motion for final approval shall identify one or more proposed *cypres* recipients for any excess funds,
24 consistent with Section IV.B. of the Settlement Agreement and with Code of Civil Procedure section
25 384. Class Counsel's motion for attorneys' fees, litigation expenses, and for any service awards to
26 the Class Representatives and to other Class Members who assisted Class Counsel shall also be filed
27 by the date specified below.

1 10. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway,
2 San Diego, California 92101, Department 60, on September 19, 2025, at 9:00 a.m., at which time
3 the Court will determine whether the Settlement should be granted final approval. A hearing on
4 Class Counsel's motion for attorneys' fees, litigation expenses, and any proposed service awards
5 shall also be held by this Court, located at 330 West Broadway, San Diego, California 92101,
6 Department 60, on September 19, 2025, at 9:00 a.m.

7 11. If the Settlement is not finally approved by the Court, (i) the conditional certification
8 of the Class shall be withdrawn, (ii) the First Amended Complaint shall be vacated; and (iii) the
9 Settlement Administrator will, after deducting any settlement administration expenses incurred as
10 of that date, return any Settlement funds in its possession to Defendant.

11 12. The Court reserves the right to adjourn or continue the date of the Final Approval
12 Hearing and all dates provided for in the Settlement without further emailed or mailed notice to the
13 Class Members, and retains jurisdiction to consider all further matters arising out of or connected
14 with the proposed Settlement.

15 13. In accordance with the terms of the Settlement, the Court hereby adopts the following
16 dates for performance of the specified activities leading to the Final Approval Hearing:

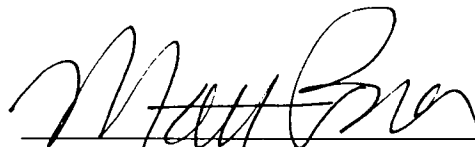
Deadline	Event
7 days after notice of entry of the Preliminary Approval Order	Deadline for Defendant to provide to the Settlement Administrator and to Class Counsel (via a secure data transfer application) an Excel spreadsheet that includes, for each Class Member, the individual's name, mailing addresses, telephone numbers, and email addresses, to the extent such information is available in Defendant's business records (the "Class List")
14 days after notice of entry of the Preliminary Approval Order	Deadline for Defendant to wire transfer \$500,000 of the Settlement Amount to the Settlement Administrator
35 days after notice of entry of the Preliminary Approval Order	Deadline for Settlement Administrator to email the Court-Approved Summary Class Notice to Class Members for whom an email address is available, mail the Summary Class Notice to Class Members for whom an email address is not available, and establish the Settlement Website. The date on which those actions are completed is the "Notice Date."

14 days after Notice Date	Deadline for Settlement Administrator to mail the Summary Class Notice to last known address of any Class Members for whom an email notice was bounced back as undeliverable
45 days after Notice Date	Last day for Class Members to object or opt out
16 court days prior to Final Approval Hearing	Deadline for Plaintiffs to file Motion for Final Approval of Settlement
16 court days prior to Final Approval Hearing	Deadline for Class Counsel to file Motion for Attorneys' Fees, Litigation Expenses, and Service Awards
10 days prior to Final Approval Hearing	Deadline for the Parties to respond to any objections to the Settlement
September 19, 2025, at 9:00 a.m.	Final Approval Hearing
September 19, 2025, at 9:00 a.m.	Hearing on Motion for Attorneys' Fees, Litigation Expenses, and Service Awards

14. The Parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: 5/9/, 2025



Hon. Matthew C. Braner
Judge of the Superior Court