

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

07/16/2026

STEPHANIE CAMERON, CLERK
Leticia Hernandez-Sandoval, Deputy

Daniel Srourian, Esq. [SBN 285678]
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210
Telephone: (213) 474-3800
Fax: (213) 471-4160
Email: daniel@slfla.com

Marc H. Edelson (*Pro Hac Vice anticipated*)
EDELSON LECHTZIN LLP
411 S. State Street, Suite N-300
Newtown, Pennsylvania 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
Email: medelson@edelson-law.com

Attorneys for Representative Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

STAN SINITSA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CUSO FINANCIAL SERVICES, LP, and
DOES 1 through 100, inclusive,

Defendants.

Case No. VCU326251

(Assigned for all purposes to Hon. David C.
Mathias)

**~~PROPOSED~~ PRELIMINARY APPROVAL
ORDER**

*[Concurrently filed with Notice of Motion,
Memorandum of Points and Authorities, and Joint
Declaration of Daniel Srourian and Marc
Edelson]*

Complaint Filed: September 24, 2025

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiff Stan Sinitza
3 (“Plaintiff”), and CUSO Financial Services LP (“Defendant”), and this Court having reviewed the
4 Settlement Agreement and attachments thereto (“Agreement”) and submitted to the Court with the
5 Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”);

6
7 **IT IS HEREBY ORDERED** as follows:

8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
9 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to
10 the Court with the Motion.

11 2. For purposes of the settlement, and conditioned upon the settlement receiving final
12 approval following the final approval hearing, this Court hereby conditionally certifies the
13 nationwide Settlement Class, defined as:

14 “All persons whose personal identification information and data was stored in CUSO’s
15 systems at the time of the cybersecurity incident that occurred between December 19, 2023,
and January 19, 2024, and who were impacted by the cybersecurity incident.”

16 And the California subclass is defined as:

17 “All members of the Nationwide Class who are also California residents at the time of the
18 cybersecurity incident that occurred between December 19, 2023, and January 19, 2024.”

19 3. Excluded from the Settlement Class are CUSO’s officers, directors, and employees;
20 any entity in which CUSO has a controlling interest; and the affiliates, legal representatives,
21 attorneys, successors, heirs, and assigns of CUSO. Excluded also from the Settlement Class are
22 the Judge presiding over this action, the Judge’s immediate family, and the Court staff, non-natural
23 persons, as well as those members of the Class who opt-out from the settlement pursuant to the
24 procedures set forth in the Agreement and this Preliminary Approval Order.

25 4. The Court finds that, for the purposes of settlement only: (a) the number of
26 members of the Settlement Class are so numerous that joinder is impracticable; (b) there are
27 questions of law and fact common to members of the Class; (c) the Plaintiff’s claims are typical
28

1 of the claims of the members of the Class; (d) the Plaintiff is an adequate representative for the
2 Settlement Class, and has retained experienced and adequate Class Counsel; (e) the questions of
3 law and fact common to the members of the Class predominate over any questions affecting any
4 individual members of the Class; and (f) a class action is superior to the other available methods
5 for the fair and efficient adjudication of the controversy.

6 5. For the purposes of settlement only, the Court finds and determines that Plaintiff
7 Stan Sinitsa will fairly and adequately represent the interests of the Class in enforcing their rights
8 in the action and appoints him as the Class Representative.

9 6. For purposes of settlement only, the Court appoints as Settlement Class Counsel
10 Daniel Srourian of the Srourian Law Firm, P.C. and Marc H. Edelson, Edelson Lechtzin LLP.

11 7. Analytics LLC is appointed as Claims Administrator. The Claims Administrator
12 shall abide by the terms and conditions of the Agreement that pertain to the Claims Administrator.

13 8. The Final Approval Hearing Date shall be _____, **2026 at 8:30 a.m.** before the
14 Honorable David C. Mathias in Department 1, County of Tulare, 221 S. Mooney Blvd., Visalia,
15 93291 California, to consider: (a) the fairness, reasonableness and adequacy of the proposed
16 Agreement; (b) any objections made by Class Members to the proposed Agreement; (c) whether
17 the Agreement should be finally approved by this Court; (d) Class Counsel's motion for attorneys'
18 fees and costs; (e) the motion seeking a service award for the Plaintiff as class representative and
19 (f) such other matters as this Court may deem proper and necessary.

20 9. Class Counsel are to file and serve the Motion for Final Approval and Motion for
21 Fees, Costs, and Service Award 16 court days before the Final Approval Hearing.

22 10. The proposed forms of Class Notice are attached to the Agreement as Exhibit 2,
23 and are hereby approved for the purpose of notifying the members of the Class of the proposed
24 settlement, the Final Approval Hearing date, and the rights of the members of the Class to exclude
25 themselves or object to the settlement, and shall be sent to the members of the Class substantially
26 in the forms approved. The parties may by mutual written consent make non-substantive changes
27 to the notices without Court approval. The costs of giving notice to the members of the Classes
28 will be paid by Defendant out of the Settlement Fund.

1 11. The Claims Administrator shall send the Short-Form Notice within 30 days after
2 the entry of this Preliminary Approval Order.

3 12. The Long-Form Notice shall be posted on the settlement website created by the
4 Claims Administrator and be available on request made to the Claims Administrator.

5 13. Within seven days after the Opt-Out Date, the Claims Administrator shall furnish
6 to Proposed Settlement Class Counsel and to Defendant's counsel a complete list of all timely and
7 valid requests for exclusion.

8 14. The Notice, as set forth in Exhibit 2 to the Agreement and to be issued in the manner
9 described in the Agreement, is the best notice practicable, and is reasonably calculated, under the
10 circumstances, to apprise the members of the Class of the pendency of this action and their right
11 to participate in, object to, or exclude themselves from the settlement. This Court further finds that
12 the Notice, as set forth in Exhibit 2 to the Agreement, is sufficient notice of the Final Approval
13 Hearing date, the settlement, the Motion for Final Approval and Motion for Fees, Costs, and
14 Service Award, and other matters set forth in the Agreement, and that the Notice set forth in Exhibit
15 2 of the Agreement fully satisfies the California Rules of Court and due process of law, to all
16 persons entitled thereto.

17 15. Settlement Class Members who wish to exclude themselves from the Settlement
18 Class for purposes of this Settlement may do so by submitting a request for exclusion to the Claims
19 Administrator that is postmarked no later than 45 days after Claims Administrator sends the Short-
20 Form Notice. The request for exclusion must comply with the exclusion procedures set forth in the
21 Settlement Agreement. Each Settlement Class Member desiring to exclude himself or herself from
22 the Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the
23 designated address set forth in the Notice. The written notice must clearly manifest the intent to be
24 excluded from the Settlement Class and must be signed by the Settlement Class Member. A request
25 for exclusion may not request exclusion of more than one member of the Settlement Class. Each
26 opt-out must be individually signed; mass opt-outs are not permitted.

27 16. Any member of the Settlement Class who timely requests exclusion consistent with
28 these procedures may not file an objection to the Settlement and shall be deemed to have waived

1 any rights or benefits under this Settlement. Settlement Class Members who fail to submit a valid
2 and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the
3 Final Judgment.

4 17. Any member of the Settlement Class who has not timely filed a request for
5 exclusion may object to the granting of final approval to the settlement. Settlement Class Members
6 may object on their own or may do so through separate counsel at their own expense.

7 18. Any written objection to the Settlement must include: (i) the name of the Action;
8 (ii) the objector's full name, address, and telephone number; (iii) the word "Objection" at the top
9 of the document; and (iv) in clear and concise terms, the legal and factual arguments supporting
10 the objection. To submit an objection, the objector must send a letter to the Settlement
11 Administrator, as more set forth in the Agreement. Mailed objections must be filed or postmarked
12 45 days following the Notice Date.

13 19. Any member of the Settlement Class who fails to file and serve a timely written
14 objection in compliance with the requirements of this order and the Settlement Agreement shall
15 be deemed to have waived any objections and shall be foreclosed from making any objections
16 (whether by appeal or otherwise) to the Settlement.

17 20. All pretrial proceedings in this action are stayed and suspended until further order
18 of this Court, except such actions as may be necessary to implement the Agreement and this
19 Preliminary Approval Order. All Settlement Class members are enjoined from pursuing any action
20 against Defendant related to the cybersecurity incident at issue in this action, outside of the action,
21 pending further order by this Court.

22 21. In the event that the Settlement Agreement is terminated pursuant to its terms,
23 disapproved by any court (including any appellate court), and/or not consummated for any reason,
24 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
25 purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that
26 class certification order, shall be automatically vacated upon notice of the same to the Court, the
27 Action shall proceed as though the Settlement Class had never been certified pursuant to this
28 Settlement Agreement and such findings had never been made, and the Action shall return to the

1 procedural posture on the day before the Settlement Agreement was executed, in accordance with
2 this paragraph.

3 22. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains
4 continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in
5 accordance with the settlement preliminarily approved herein and the related orders of this Court.

6 23. The parties are directed to carry out their obligations under the Agreement.

7 24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
8 parties or their counsel within seven days of receipt.

9 **Summary of Applicable Dates**

- 10 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than 30
11 days after entry of Preliminary Approval/Notice Order.
- 12 • **Claims Deadline:** 90 days after the Notice Date.
- 13 • **Objection Deadline:** 45 days after the Notice Date.
- 14 • **Opt-Out Deadline:** 45 days after the Notice Date.
- 15 • **Deadline to File Fee Application:** 16 court days before the Final Approval
16 Hearing.
- 17 • **Deadline to Respond to Objections and Move for Final Approval:** 16 court days
18 before the Final Approval Hearing.
- 19 • **Final Approval Hearing Date:** _____, **2026 at 8:30 a.m.** (approx. 120 days from
20 the date of this Order). 2/18/2027 at 8:30 a.m.

21
22 **IT IS SO ORDERED**

Ordered pursuant to terms of 6/26/26 adopted
tentative ruling.

23
24 Dated: 07/16/2026



25 Hon. David C. Mathias
26
27
28