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 10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SANTA CLARA

11
 12 **RAJ KUMAR SINGH PARIHAR**, on behalf
 of himself and all others similarly situated,

13
14 Plaintiff,

15 v.

16 **MIPS HOLDING, INC.**,

17 Defendant.

Case No. 24CV448267

Assigned for all purposes to the Honorable
Theodore C. Zayner, Dept. 19 (Complex)

Complaint Filed: September 26, 2024

Trial Date: Not Set

18
 19 **[PROPOSED] ORDER OF**
PRELIMINARY APPROVAL AND JUDGMENT

20
 21 Before the Court is Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
 22 (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement
 23 Agreement”) between Plaintiff Raj Kumar Singh Parihar (“Plaintiff”) and Defendant MIPS
 24 Holding, Inc., (“Defendant” or “MIPS” and, together with Plaintiff, the “Parties”), with
 25
 26
 27

1 accompanying exhibits attached to Plaintiff’s Memorandum of Law in Support of the Motion for
2 Preliminary Approval of Class Action Settlement.¹

3 Having fully considered the issue, the Court makes the following recitals and findings and
4 hereby **GRANTS** the Motion and judgment is hereby entered pursuant to CRC 3.769(h)² as
5 follows:

6 1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement
7 provides for a Settlement Class defined as follows:

8 All individuals residing in the United States whose Personal
9 Information was compromised in the Data Security Incident
10 experienced by MIPS, including all those who received notice of the
11 Data Security Incident.

12 Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members
13 who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to
14 this case and their staff and family; and (iv) any other person found by a court of competent
15 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal
16 activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

17 Pursuant to Cal. Rules of Court, rule 3.769; Code of Civil Procedure section 382; the
18 “presumption of fairness” analysis; and the *Kullar* Factors, the Court finds that giving notice is
19 justified. The Court finds that it will likely be able to approve the proposed Settlement as fair,
20 reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement
21 Class for purposes of judgment on the Settlement because it meets all of the requirements of Code
22 of Civil Procedure section 382. Specifically, the Court finds for settlement purposes that: (a) the
23 Settlement Class is ascertainable; (b) the Settlement Class is so numerous that joinder of all
24 Settlement Class Members would be impracticable; (c) the Settlement Class shares a community

25 _____
26 ¹ All defined terms in this Order of Preliminary Approval and Judgement (“Preliminary Approval
27 Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise
28 indicated.

² CRC 3.769(h) is authority for the Court’s continuing jurisdiction.

1 of interest; (d) there are issues of law and fact that are common to the Settlement Class; (e) the
2 claims of the Class Representative are typical of and arise from the same operative facts and the
3 Class Representative seeks similar relief as the claims of the Settlement Class Members; (f) the
4 Class Representative will fairly and adequately protect the interests of the Settlement Class as the
5 Class Representative has no interests antagonistic to or in conflict with the Settlement Class and
6 has retained experienced and competent counsel to prosecute this Litigation on behalf of the
7 Settlement Class; (g) questions of law or fact common to Settlement Class Members predominate
8 over any questions affecting only individual members; and (h) a class action and class settlement
9 is superior to other methods available for a fair and efficient resolution of this Litigation.

10 2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds
11 that Plaintiff Raj Kumar Singh Parihar will likely satisfy the requirements of California law and
12 should be appointed as the Settlement Class Representative. Additionally, the Court finds Strauss
13 Borrelli PLLC will likely satisfy the requirements of California law and should be appointed as
14 Class Counsel.

15 3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the
16 Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the
17 Settlement Class and accordingly is preliminarily approved. In making this determination, the
18 Court has considered the monetary and non-monetary benefits provided to the Settlement Class
19 through the Settlement, the specific risks faced by the Settlement Class in prevailing on their
20 claims, the good faith, arms' length negotiations between the Parties and absence of any collusion
21 in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement
22 Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable
23 treatment of the Settlement Class Members under the Settlement, and all of the other factors
24 required by California statutory law and relevant case law.

25 4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction
26 over the parties before it. Additionally, venue is proper in this County.

1 including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy
2 of original notice of the Security Incident); and (vii) the signature of the Settlement Class Member
3 or the Settlement Class Member's attorney. To be timely, written notice of an objection must be
4 filed with the Court by the Objection Deadline, which is no later than sixty (60) days from the
5 Notice Deadline. Any Settlement Class Member who fails to comply with the requirements for
6 objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or
7 to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement
8 and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking
9 any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or
10 other means. The provisions stated in the Settlement Agreement shall be the exclusive means for
11 any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final
12 order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon
13 final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and
14 not through a collateral attack.

15 11. **Claims Process.** Settlement Class Counsel and Defendant have created a process
16 for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily
17 approves this process and directs the Settlement Administrator to make the Claim Form or its
18 substantial equivalent available to Settlement Class Members in the manner specified in the
19 Notice. The Settlement Administrator will be responsible for effectuating the claims process.
20 Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in
21 accordance with the requirement and procedures specified in the Notice and the Claim Form. If
22 the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit
23 under the Settlement but fail to submit a claim in accordance with the requirements and procedures
24 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit,
25 but will in all other respects be subject to and bound by the provisions in the Final Order and
26 Judgment, including the releases contained therein.

