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Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV448267
By: afloresca

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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

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

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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
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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 written in plain language, uses simple terminology, and is designed to be readily understandable
2 by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice
3 program in conformance with the Settlement Agreement.

4 9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded
5 (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an
6 opt-out request in the manner provided in the Settlement Agreement. The written request must
7 clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the
8 Settlement Agreement, and must be submitted individually, i.e., one request is required for every
9 Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be
10 postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the
11 Notice Deadline, and as stated in the Notice. If a Final Approval Order and Judgment is entered,
12 all Persons falling within the definition of the Settlement Class who do not timely and validly
13 request to be excluded from the Settlement Class shall be bound by the terms of this Settlement
14 Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely
15 requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be
16 bound by the terms of the Settlement Agreement.

17 10. **Objections and Appearances.** A Settlement Class Member desiring to object to
18 the Settlement Agreement may submit a timely written objection by the Objection Deadline in the
19 manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members
20 of the deadline for submission of any objections—the “Objection Deadline.” Any such objections
21 to the Settlement Agreement must be written and must include all of the following: (i) the name
22 of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a
23 statement that states with specificity the grounds for the objection, as well as any documents
24 supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement
25 regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final
26 Approval Hearing; (vi) information identifying the objector as a Settlement Class Member,
27 including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy
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1 to their respective positions existing before the Court entered this Preliminary Approval Order and
2 before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary
3 Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance
4 with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall
5 be restored to their respective positions in the Action prior to execution of the Settlement
6 Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by
7 the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of
8 the Settlement Agreement shall have no further force and effect with respect to the Parties and
9 shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment
10 or order entered by the Court in accordance with the terms of the Settlement Agreement shall be
11 treated as vacated, *nunc pro tunc*.

12 13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the
13 Final Order and Judgment is not entered or there is no Effective Date and shall not be construed
14 or used as an admission, concession, or declaration by or against Defendant of any fault,
15 wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary
16 Approval Order be construed or used as an admission, concession, or declaration by or against the
17 Class Representative or any other Settlement Class Member that his or her claims lack merit or
18 that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any
19 defense or claims they may have in this Action or in any other lawsuit.

20 14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the
21 Final Approval Hearing and related deadlines without further written notice to the Settlement
22 Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on
23 the Settlement Website maintained by the Settlement Administrator. The Court may approve the
24 Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without
25 further notice to the Settlement Class.

26 15. **Stay of Litigation**. All proceedings in the Action, other than those related to
27 approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by
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1 Settlement Class Members concerning the Released Claims are hereby enjoined and stayed
2 pending Final Approval of the Settlement Agreement.

3 16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the
4 specified actions/further proceedings.

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6	Defendant provides class list to the Settlement	Within fifteen (15) days of entry of the
7	Administrator	Preliminary Approval Order.
8	Notice Deadline	No later than thirty (30) days after entry of the
9		Preliminary Approval Order
10	Class Counsel's Motion for Attorney Fees,	At least fourteen (14) days before the
11	Costs, and Service Award	Opt-Out and Objection Deadlines.
12	Objection Deadline	Sixty (60) days after the Notice Deadline
13	Opt-Out Deadline	Sixty (60) days after the Notice Deadline
14	Claims Deadline	Ninety (90) days after the Notice Deadline
15	Class Counsel's Motion for Final Approval	At least fourteen (14) days before the Final
16		Approval Hearing
17		
18	Final Approval Hearing	No earlier than one hundred and twenty (120)
19		days after entry of the Preliminary Approval
20		Order.
21	Compliance Hearing	August 19, 2026 at 1:30pm PST in Dept. 19
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24 **IT IS SO ORDERED** on this 19th day of February, 2026.

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27 THE HONORABLE THEODORE C. ZAYNER