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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

RAJ KUMAR SINGH PARIHAR, on behalf of himself and all others similarly situated, Plaintiff, v. **MIPS HOLDING, INC.**, 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

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARD

This is a putative class action arising from a data security incident. The parties have reached a settlement, and on February 20, 2026, the Court granted Plaintiff's motion for preliminary approval of the settlement. Before the Court are Plaintiff's unopposed motion for final approval of the settlement and Plaintiff's motion for attorney fees, costs, and a service award. Both motions are unopposed, and no class member has objected. As discussed below, the Court GRANTS the motions and sets a compliance hearing for April 14, 2027, at 1:30 p.m. in Department 19.

I. Legal Standard

"In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) A settlement of an entire class action requires court approval after a hearing, and the court must determine that the settlement is fair, adequate, and reasonable. (Cal. Rules of Court, rule 3.769(a), (g); *Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) Where, as here, the case settles before certification, certification and settlement approval occur simultaneously, and the court must also determine that the requirements for class certification are satisfied for settlement purposes. (*Ibid.*; Code Civ. Proc., § 382; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

A presumption of fairness arises where (1) the settlement is reached through arm's-length bargaining, (2) investigation and discovery are sufficient to allow the court and counsel to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Luckey, supra*, 228 Cal.App.4th at p. 94, fn. 13, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The court also considers the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) These factors are not exhaustive and should be tailored to each case, and the trial court is free to engage in a balancing and weighing of factors depending on the circumstances. (*Ibid.*; *Wershba, supra*, 91 Cal.App.4th at p. 245.) The most important factor is the strength of the plaintiff's case on the merits, balanced against the amount offered in settlement. (*Kullar, supra*, 168 Cal.App.4th at p. 130.)

II. Terms and Administration of Settlement

A. Settlement Terms

This case has been settled on behalf of the following class:

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

(Settlement Agreement ("Agreement"), ¶ 35; Preliminary Approval Order, ¶ 1.) Excluded from the class are Defendant; class members who timely and validly request exclusion; the judges assigned to this case and their staff and family; and any person found by a court of competent jurisdiction to be criminally responsible for the data security incident. The settlement administrator reports that the class consists of 621 members. (Declaration of Settlement Administrator Regarding Notice ("Admin. Decl."), ¶ 5.)

The settlement is claims-made rather than a common fund. Class members who submitted a valid claim are eligible for: (1) reimbursement of documented ordinary losses up to $500 per person; (2) reimbursement for up to four hours of lost time at $20 per hour (up to $80), which counts toward the $500 ordinary loss cap; (3) reimbursement of documented extraordinary losses arising from fraud or identity theft up to $3,000 per person; or (4) in lieu of the foregoing, an alternative cash payment of $75 per person. (Agreement, ¶ 43.) These cash benefits are subject to an aggregate cap of $120,000, with pro rata reduction if valid claims exceed that amount. (*Ibid.*) Separately, class members may claim three years of credit monitoring and identity theft protection services through IDX, including $1 million in identity theft insurance, which Defendant pays for separately from the other settlement benefits. (*Id.* at ¶ 42.) Defendant has also agreed to implement and pay for cybersecurity improvements separate and apart from all other settlement benefits. (*Id.* at ¶ 44.) Attorney fees, litigation costs, the service award, and the costs of settlement administration are paid separately by Defendant and do not reduce the benefits available to the class. The Court previously approved and appointed Analytics Consulting, LLC as settlement administrator, and confirms that appointment.

In exchange for the settlement, class members release all claims "that result from, relate to, are based upon, or arise out of the Data Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action." ([Proposed] Order of Final Approval and Judgment, ¶ 18.) The release is appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Class Certification for Settlement Purposes

At preliminary approval, the Court found that the class would likely satisfy the requirements of Code of Civil Procedure section 382 for settlement purposes. Nothing has changed in the interim. (Declaration of Cassandra P. Miller in Support of Motion for Final Approval ("Miller Final Decl."), ¶ 8.) The class is ascertainable because it is defined by objective criteria—the individuals whose personal information Defendant maintained and whose information was compromised in the incident—and the administrator has identified all 621 members from Defendant's records. (*Id.* at ¶ 9; Admin. Decl., ¶ 5.) The class is sufficiently numerous. Common questions predominate because every class member's claim turns on whether Defendant owed and breached a duty to safeguard the personal information it maintained and on Defendant's response to the single incident that occurred on or about June 26, 2024. Plaintiff's claims are typical for the same reason, and Plaintiff and counsel have adequately represented the class. (*Id.* at ¶¶ 10-11.) Finally, class treatment is superior to individual litigation of 621 claims of modest individual value. (*Id.* at ¶ 12.) The Court finally certifies the settlement class and confirms the appointment of Plaintiff Raj Kumar Singh Parihar as class representative and Strauss Borrelli PLLC as class counsel.

C. Administration of Settlement

On or about March 4, 2026, Defendant provided the administrator with a class list containing 621 records. (Admin. Decl., ¶ 5.) No duplicates were identified, and the administrator updated the addresses against the United States Postal Service National Change of Address database. (*Id.* at ¶¶ 5-6.) On March 23, 2026, the administrator mailed the Court-approved postcard notice to all 621 class members, advising them of the requested attorney fees and service award and of their rights to submit a claim, request exclusion, object, or do nothing. (*Id.* at ¶ 7.) The administrator established a settlement website hosting the settlement agreement, the long form and postcard notices, the claim form, and the preliminary approval order, and permitting online claim submission; the website received 196 page views from 118 unique users. (*Id.* at ¶¶ 8-9.) A dedicated email address received and answered five inquiries. (*Id.* at ¶ 10.)

One notice was returned with a forwarding address and was re-mailed. (*Id.* at ¶ 11.) Sixty-four notices were returned without a forwarding address; the administrator performed skip tracing, located 43 updated addresses, and re-mailed the notice to each. (*Id.* at ¶ 12.) The administrator estimates that direct mail notice reached at least 600 class members, or approximately 96.6 percent of the class. (*Id.* at ¶ 13.) The Court finds that the notice program was carried out in conformity with the preliminary approval order and constituted the best notice practicable under the circumstances, satisfying the requirements of California Rules of Court, rule 3.769, and due process.

The deadline to request exclusion or to object was May 22, 2026, and the claims deadline was June 22, 2026. (*Id.* at ¶¶ 14-15.) The administrator received zero requests for exclusion and zero objections. (*Id.* at ¶ 14.) It received 54 timely claims, 53 of which were deemed valid in whole or in part, for a valid claims rate of 8.53 percent. (*Id.* at ¶¶ 15-16.) Of the valid claims, 18 seek the credit monitoring benefit, 10 seek lost time reimbursement, and 32 seek the alternative cash payment. (*Id.* at ¶ 20.) Two claims remain partially deficient for lack of documentation supporting out-of-pocket losses (though they remain valid as to credit monitoring and lost time), and one claim was deemed wholly deficient because it was signed under a name other than the class member's. (*Id.* at ¶¶ 17-18.) The administrator mailed deficiency letters as to all three claims on June 29, 2026 with a response deadline of July 20, 2026, and received no response. (*Id.* at ¶ 19.) The notice and claims process has now been completed.

D. Fairness of the Settlement

The settlement is entitled to a presumption of fairness. It was reached at arm's length through a formal mediation on April 24, 2025 before the Hon. Ronald B. Leighton (Ret.), a retired United States district judge, and the parties did not negotiate attorney fees or the service award until after the core settlement terms were agreed upon. (Miller Final Decl., ¶¶ 3-7.) Counsel exchanged informal discovery and mediation statements addressing the scope of the incident, the size of the class, and Defendant's response, which was sufficient to allow counsel and the Court to act intelligently. (*Id.* at ¶¶ 3, 17-18.) Class counsel is experienced in data breach class litigation. (*Id.* at ¶ 10.) And no class member objected or opted out. (Admin. Decl., ¶ 14.) All four factors are satisfied. (*Luckey, supra*, 228 Cal.App.4th at p. 94, fn. 13.)

The *Kullar* factors point in the same direction. Data breach litigation remains an unsettled and difficult field, and Plaintiff faced substantial risk on causation, damages, class certification, and appeal; Plaintiff did not allege readily quantifiable damages such as fraudulent charges or out-of-pocket losses. (Memorandum in Support of Motion for Final Approval, pp. 11-13; Miller Final Decl., ¶¶ 14-15.) Measured against that risk, the relief is reasonable: the $120,000 aggregate cap on cash benefits exceeds counsel's estimate of the nominal value of the class's claims, and the settlement also provides three years of credit monitoring with $1 million in identity theft insurance and remedial security measures, both paid for separately by Defendant. (*Id.* at ¶¶ 15-16; Agreement, ¶¶ 42, 44.) Further litigation would have been expensive and protracted, the case settled after sufficient informal discovery and a mediation, experienced counsel supports the settlement, and there is no governmental participant. Most significantly, the reaction of the class has been uniformly favorable: no objections, no opt-outs, and a claims rate of 8.53 percent, which compares well with claims rates in comparable data breach settlements.

At preliminary approval, the Court found the settlement to be fair, reasonable, and adequate. Given the absence of any objection or request for exclusion, the Court finds no reason to deviate from that finding now. Accordingly, the Court finds that the settlement is fair, reasonable, and adequate for purposes of final approval.

III. Service Award, Attorney Fees and Costs

Plaintiff seeks a service award of $3,000. In assessing a service award, courts consider the risk to the class representative in commencing suit, both financial and otherwise; the notoriety and personal difficulties encountered; the amount of time and effort expended; the duration of the litigation; and the personal benefit, or lack thereof, enjoyed as a result of the litigation. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395.) Plaintiff has submitted a declaration attesting that he devoted at least 50 hours to his responsibilities as class representative (communicating with counsel, gathering documents and information, reviewing filings, and answering questions from other class members) over the 19 months of this litigation, and that he accepted the risk of backlash from his former employer and of placing his own information at issue publicly. (Declaration of Raj Kumar Singh Parihar, ¶¶ 6-8.) That is sufficient evidentiary support, and the requested amount is below what California courts routinely approve. The service award is approved in the amount requested.

Class counsel seeks an attorney fee award of $95,000. Because the settlement is claims-made and creates no common fund, the percentage method does not fit, and the Court applies the lodestar method. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489; *Wershba, supra*, 91 Cal.App.4th at p. 254; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Counsel represents that the firm billed 113.1 hours over 19 months, yielding a lodestar of $72,735 at rates ranging from $150 per hour for legal assistants to $800 per hour for founding partners, for a blended rate of $643.10. (Declaration of Cassandra P. Miller in Support of Motion for Attorney

Fees, Costs, and Service Award ("Miller Fee Decl."), ¶ 9 and Ex. 1.) Counsel has provided a timekeeper-by-timekeeper breakdown of the hours, rates, and lodestar, consistent with the Court's Guidelines for Motions Relating to Preliminary and Final Approval of Class Actions. (*Ibid.*) The hours are reasonable for a case that was investigated, briefed through a demurrer, mediated, and carried through preliminary and final approval, and the rates are within the range approved for comparable work in this county and elsewhere. (*Id.* at ¶ 10.)

The requested fee reflects a multiplier of approximately 1.31 on the lodestar, which is reduced to approximately 1.27 once the $2,386.05 in unreimbursed litigation costs discussed below is taken into account. (*Id.* at ¶¶ 11, 17.) A modest multiplier is warranted here. The questions presented were novel and difficult, counsel litigated the matter on a wholly contingent basis with a real risk of no recovery, the hours devoted to this case were unavailable for other work, and counsel's experience produced an efficient resolution and a notice and claims process that reached 96.6 percent of the class and generated an 8.53 percent claims rate. (*Id.* at ¶¶ 12-14; see *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Serrano v. Priest* (1977) 20 Cal.3d 25, 49.) The fee is also paid by Defendant separately from, and does not reduce, the benefits available to the class, and the class notice disclosed the amount requested. (Admin. Decl., Ex. A.) The Court approves an attorney fee award in the requested amount of $95,000.

Class counsel requests reimbursement of litigation costs in the amount of $5,000. Counsel actually incurred $7,386.05 in costs for mediation fees ($3,850), filing fees ($2,951.05), pro hac vice fees ($500), and service fees ($85), but the Agreement caps reimbursement at $5,000. (Miller Fee Decl., ¶¶ 16-17.) These costs are of the type routinely reimbursed, and the Court approves reimbursement in the requested amount. Settlement administration costs incurred to date total $11,508.86 and are likewise approved, to be paid pursuant to the terms of the Agreement. (Admin. Decl., ¶ 21.)

IV. Conclusion

The Court GRANTS the motion for final approval of the settlement, finally certifies the settlement class, and confirms the appointment of Plaintiff as class representative and Strauss Borrelli PLLC as class counsel. The Court GRANTS the motion for attorney fees, costs, and a service award, and awards $95,000 in attorney fees, $5,000 in litigation costs, and a $3,000 service award to Plaintiff.

The Court sets a compliance hearing for April 14, 2027 at 1:30 p.m. in Department 19. At least 10 court days before the hearing, class counsel shall file a declaration from the settlement administrator reporting on the distribution of settlement benefits, including the number and amount of payments issued and cashed, the number of credit monitoring codes issued and activated, and the disposition of any uncashed funds.

IT IS SO ORDERED.

Dated: August 21, 2026.

THE HONORABLE THEODORE C. ZAYNER