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Attorney for Plaintiff and the Class

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR MARICOPA COUNTY

Maria Barrios, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

Farmers Investment Co. d/b/a Green
Valley Pecan Company, an Arizona
corporation,

Defendant.

Case No. CV2024-002001

**ORDER GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

(Assigned to the Honorable
Sara J. Agne)

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2 The Court having held a Preliminary Approval Hearing on August 2, 2024, at 9:15
3 a.m., and having considered all matters submitted to it at the Preliminary Approval Hearing
4 and otherwise, and finding no just reason for delay in entry of this Preliminary Approval
5 Order (“Order”) and good cause appearing therefore, and having considered the papers
6 filed and proceedings held in connection with the Settlement, having considered all of the
7 other files, records, and proceedings in the Action, and being otherwise fully advised,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

9 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

10 1. The Settlement Agreement, which is attached to Plaintiff’s Unopposed
11 Motion for Preliminary Approval (“Motion for Preliminary Approval”) as Exhibit 1, is
12 incorporated fully herein by reference. The definitions used in the Settlement Agreement
13 are adopted in this Order and shall have the same meaning ascribed in the Settlement
14 Agreement.

15 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b)
16 Plaintiff Maria Barrios, individually and on behalf of all others similarly situated
17 (“Plaintiff”), and (c) Defendant Farmers Investment Co. d/b/a Green Valley Pecan
18 Company, an Arizona Corporation (“Farmers” or “Defendant”) and, together with
19 Plaintiff, the “Parties”.

20 3. This Order is based on Arizona Rule of Civil Procedure 23 (“Rule 23”).

21 4. The Court finds that the Parties’ Settlement as set forth in Exhibit 1 to the
22 Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the
23 range of possible approval, and was entered into after extensive, arm’s-length negotiations,
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2 such that it is hereby preliminarily approved and notice of the Settlement should be
3 provided to the Settlement Class, pursuant to Rule 23.

4 **CLASS CERTIFICATION**

5 5. For purposes of settlement only, and pursuant to Rule 23, the Court
6 provisionally certifies the class, defined as follows:

7 All individuals residing in the United States who provided personally
8 identifiable information to Defendant and to whom Defendant sent a notice
9 concerning the Data Incident.

10 The Class specifically excludes: (i) Farmers; and (ii) the judge presiding over this
11 case and their staff and family.

12 6. The Court provisionally finds, for settlement purposes only, that: (a) the
13 Class is so numerous that joinder of all Class Members is impracticable; (b) there are
14 questions of law and fact common to the Class; (c) the Plaintiff's claims are typical of the
15 claims of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the
16 Class; (e) the questions of law or fact common to the Class Members predominate over any
17 questions affecting only individual members; and (f) that a class action is superior to other
18 available methods for fairly and efficiently adjudicating the controversy.

19 **CLASS REPRESENTATIVE, CLASS COUNSEL,**
20 **AND CLAIMS ADMINISTRATOR**

21 7. The Court finds that Maria Barrios will be an adequate Class Representative,
22 and hereby appoints her as Class Representative.
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2 object to or exclude themselves from the Settlement; and (c) are reasonable and constitute
3 due, adequate, and sufficient notice to all Settlement Class Members.

4 14. The Claims Administrator is directed to carry out notice, including the
5 claims process, as set forth in the Settlement Agreement.

6 15. Within thirty (30) days after entry of this Order (the “Notice Commencement
7 Date”) and to be substantially completed no later than forty-five (45) days after entry of
8 this Preliminary Approval Order (the “Notice Completion Date”), the Claims
9 Administrator shall e-mail or mail the Short Notice to all Settlement Class Members in the
10 manner set forth in the Settlement Agreement. Contemporaneously with the mailing, the
11 Claims Administrator shall cause copies of the Settlement Agreement, Short Notice, Long
12 Notice, and Claim Form, in forms available for download, to be posted on the Settlement
13 Website.

14 **CLAIMS, OPT-OUTS, AND OBJECTIONS**

15 16. The timing of the claims process is structured to ensure that all Settlement
16 Class Members have adequate time to review the terms of the Settlement Agreement, make
17 a claim, or decide whether they would like to object.

18 17. Settlement Class Members who qualify for Settlement Benefits and who
19 wish to submit a Claim Form shall do so in accordance with the requirements and
20 procedures specified in the Notice.

21 18. If the final approval order and Judgment (“Final Approval Order and
22 Judgment”) is entered, all Settlement Class Members who fail to submit a claim in
23 accordance with the requirements and procedures specified in the notice , and who do not
24 timely exclude themselves from the Settlement Class, shall be forever barred from

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2 receiving any payments or benefits pursuant to the Settlement, but will in all other respects
3 be subject to, and bound by, the provisions of the Settlement Agreement, including the
4 releases therein.

5 19. Settlement Class Members who seek to be excluded from the Settlement Class
6 shall individually sign and timely submit written notice of such intent to the designated
7 Post Office box established by the Claims Administrator. The written notice must clearly
8 manifest a person's intent to be excluded from the Class. To be effective, written notice
9 must be postmarked no later than sixty (60) days after the Notice Commencement Date.
10 All Persons who submit valid and timely notices of their intent to be excluded from the
11 Settlement Class, as set forth in the Settlement Agreement, shall not receive any benefits
12 of and/or be bound by the terms of this Settlement Agreement. All Persons falling within
13 the definition of the Settlement Class who do not request to be excluded from the
14 Settlement Class in the manner set forth in the Settlement Agreement shall be bound by
15 the terms of the Settlement Agreement, including releases therein, and Judgment entered
16 thereon.

17 20. Each Settlement Class Member desiring to object to the Settlement
18 Agreement shall submit a timely written notice of his or her objection by the Objection
19 Date. Such notice shall state: (i) the objector's full name, address, telephone number, and
20 e-mail address (if any); (ii) information identifying the objector as a Settlement Class
21 Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy
22 of notice or copy of original notice of Data Incident); (iii) a written statement of all grounds
23 for the objection, accompanied by any legal support for the objection the objector believes
24 applicable; (iv) the identity of any counsel representing the objector in connection with the

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2 objection; (v) a statement as to whether the objector and/or his or her counsel will appear
3 at the Final Fairness Hearing, and; (vi) the objector's signature and the signature of the
4 objector's duly authorized attorney or other duly authorized representative.

5 21. To be timely, written notice of an objection in the appropriate form must be
6 filed with the Clerk of the Court, by no later than the Objection Date, and mailed or emailed
7 to the Claims Administrator as outlined in the notice.

8 22. Any Settlement Class Member who does not make their objections in the
9 manner and by the date set forth in the Settlement Agreement shall be deemed to have
10 waived any objections and shall be forever barred from raising such objections in this or any
11 other action or proceeding, absent further order of the Court.

12 23. Without limiting the foregoing, any challenge to the Settlement Agreement,
13 this Order, and the Final Approval Order and Judgment shall be pursuant to appeal under
14 applicable Court rules and not through a collateral attack.

15 **FINAL APPROVAL HEARING**

16 24. A Final Fairness Hearing shall be held on **January 10, 2025, at 1:30 PM**
17 **on Court Connect**, and so noticed on the Settlement Website. The Court may require or
18 allow the Parties and any objectors to appear at the Final Fairness Hearing either in person
19 or by telephone or videoconference.

20 Please join the hearing via:

21 <https://tinyurl.com/ECB912>

22 You may need to type the link directly into your browser in lieu of clicking.

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2 You can also dial in using your phone.

3 Phone: +1 917-781-4590 and Conference ID: 642 102 793#

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5 You may wish to download the Microsoft Teams application first before
6 using the above link or typing it into your browser; for more on Court
7 Connect, please visit: <https://superiorcourt.maricopa.gov/court-connect>

8 25. At the Final Fairness Hearing, the Court will determine whether: (1) this
9 action should be finally certified as a class action for settlement purposes pursuant to Rule
10 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the
11 action should be dismissed with prejudice pursuant to the terms of the Settlement
12 Agreement; (4) Settlement Class Members should be bound by the Releases set forth
13 in the Settlement Agreement; (5) Class Counsel's application for attorneys' fees and costs
14 should be approved; and (6) the Class Representative's requests for Service Awards should
15 be approved.

16 26. Class Counsel shall file a motion for attorney's fees and costs and Class
17 Representative's request for a service award on or before fourteen (14) days prior to the
18 Objection Deadline.

19 27. Class Counsel shall file a motion for Final Approval and Judgment no
20 later than fourteen (14) days prior to the date of the Final Fairness Hearing.

21 28. In the event the Settlement is not approved by any court, is terminated for
22 any reason by the Parties or otherwise, is declared null and void, or in the event the
23 Effective Date does not occur, the Parties to the Settlement Agreement, including
24 Settlement Class Members, shall be deemed to have reverted, without prejudice to their

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2 rights in the Litigation, to their respective status in the Litigation immediately prior to the
3 execution of the Settlement Agreement, and, except as otherwise expressly provided in the
4 Settlement Agreement, the Parties shall proceed in all respects as if the Settlement
5 Agreement and any related orders had not been entered. In addition, any orders entered
6 pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall
7 not be used in or cited by any Person in support of claims or defenses in the Litigation
(except as necessary to explain procedural history).

8 29. In the event the Settlement is not approved by any court, is terminated for
9 any reason by the Parties or otherwise, is declared null and void, or in the event the
10 Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel
11 shall not be responsible or liable for costs of notice and administration associated with the
12 Settlement or the Settlement Agreement, except that each Party shall bear its own
attorneys' fees and costs.

13 30. This order shall have no continuing force or effect if a final Judgment is not
14 entered and shall not be construed or used as an admission, concession, or declaration by
15 or against Farmers of any fault, wrongdoing, breach, liability, or the certifiability of any
16 class.

17 **SETTLEMENT ADMINISTRATION AND DEADLINES**

18 31. The preliminarily approved Settlement shall be administered according to its
19 terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and this
20 Order include, but are not limited to:

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EVENT	DATE
Notice Commencement Date	No later than 30 days after entry of the Preliminary Approval Order
Notice Completion Date	No later than 45 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Object to Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the Notice Commencement Date commences
Deadline for Plaintiff to file motion for attorneys' fees, expenses and service award for Class Representative	14 days prior to the Objection Deadline
Deadline for Plaintiff to file the motion for Final Approval and Judgment	14 days prior to the Final Fairness Hearing
Final Fairness Hearing	No earlier than 150 days after the entry of the Preliminary Approval Order

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: August 2, 2024.

/s/ Sara J. Agne
The Honorable Sara J. Agne

eSignature Page 1 of 1

Filing ID: 18273133 Case Number: CV2024-002001
Original Filing ID: 17726884

Granted with Modifications



/S/ Sara Agne Date: 8/2/2024
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2024-002001

SIGNATURE DATE: 8/2/2024

E-FILING ID #: 18273133

FILED DATE: 8/6/2024 8:00:00 AM

CRISTINA PEREZ HESANO

KATHRYN A. HONECKER