

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

Tentative Ruling

NO APPEARANCE REQUIRED

Plaintiff Konnor Robison-Williams' ("Plaintiff") motion for preliminary approval of class action settlement is UNOPPOSED and GRANTED as follows.

Preliminary Matter

Moving Counsel's declaration fails to attest that they have reviewed the Court's settlement approval checklist and their briefing complies with the checklist, as required by Local Rule 2.99.05. The Court, in its discretion, has nonetheless considered Plaintiff's motion. Counsel is admonished that any future failure to do so may result in the denial of the motion without prejudice. (Local Rule 2.99.05(C).) Failure to comply with the checklist may lead to an order to show cause regarding sanctions and/or a reduction in the requested attorneys' fee award. (*Id.* at 2.99.05(D).)

Overview

This putative class action arises out of a data breach experienced by Defendant Visionary Integration Professionals, LLC ("Defendant") on or about September 21, 2023. (Nelson Decl. ¶ 14.) On June 24, 2024, Plaintiff filed a class action complaint against Defendant. Plaintiff alleges the following causes of action against Defendant: (1) Negligence; (2) Breach of Implied Contract; (3) Unjust Enrichment; (4) Unfair Business Practices; (5) Violation of the California Consumer Privacy Act of 2018 ("CCPA"); and (6) Violation of the California Customer Records Act.

Plaintiff's counsel investigated the circumstances that led up to the breach, Defendant's response, the scope of the breach, the injuries experienced by the victims, the applicable law, and the resulting potential damages. (Nelson Decl. ¶ 16.) After Plaintiff filed the Complaint, the Parties agreed to focus on a possible early resolution. (*Id.* at ¶ 18.) To that end, the Parties engaged in informal discovery. (*Ibid.*) Discovery produced by Defendant identified the nature of the breach, the number of affected individuals, and the precise categories of personally identifiable information compromised in the breach. (*Ibid.*) The Parties reached a settlement in principle after arms-length negotiations in August 2024. (*Id.* at ¶19.) The Parties thereafter negotiated and entered into a written settlement agreement. (*Id.* at Ex. 2 ("Agreement"); Supplemental Nelson Decl. Ex. A ("Amendment to Class Action Settlement Agreement").) Plaintiff now seeks preliminary approval of this class settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

Settlement Class Certification

Plaintiff seeks to certify the following Class and Subclass:

Class: all individuals in the United States sent a notice of the Data Incident, including, but not limited to, the California Settlement Subclass. (Agreement ¶ 1.27)

Subclass: all individuals who were sent notice of the Data Incident who currently reside in the State of California. (Agreement ¶ 1.2.)

Excluded from the Settlement Class and California Settlement Subclass are: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge. (Agreement ¶¶ 1.2 & 1.27.)

There are 3,431 Class Members and 685 California Subclass Members. (Nelson Decl. ¶ 18.) The Parties have stipulated to certification of the Class and Subclass for settlement purposes. (Agreement ¶ 2.7.) The Court finds, based on the moving papers, that the requisites for certification of the Class and Subclass have been established. Accordingly, the Court preliminarily certifies the proposed classes for settlement purposes only.

Class Representative

The Court preliminarily appoints Plaintiff as Class Representative for settlement purposes only.

Class Counsel

The Court preliminarily appoints Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves Analytics Consulting LLC as the settlement administrator.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is "fair, adequate, and reasonable" before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, 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 state of the proceedings, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a claims-made settlement. Defendant agrees to pay the following in consideration for the settlement:

1. Lost-Time Reimbursement: Settlement Class Members who submit a Valid Claim using the Claim Form eligible to receive reimbursement lost time, including time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of twenty dollars and no cents (\$20.00) per hour for up to four (4) hours. Members of the Settlement Class must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time. (Agreement ¶ 2.1.)
2. Expense Reimbursement: Defendant shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed one thousand dollars and no cents (\$1,000.00) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's personally identifiable information ('PII') or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from September 1, 2023, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class. The total of all amounts recovered for lost time under ¶ 2.1 combined with unreimbursed losses recovered under this paragraph shall not exceed \$1,000.00 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1. (Agreement ¶ 2.2.)
3. California Statutory Claims Benefits: In addition to the above benefits, California

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

Settlement Subclass Members are eligible for a separate, California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be one hundred dollars and no cents (\$100.00). To redeem this \$100.00 benefit, California Settlement Subclass Members must submit a Claim Form and attest that they were a California resident at the time of the Data Incident about which they were notified by Defendant. (Agreement ¶ 2.3.)

4. Identity-Theft Protection and Credit Monitoring: Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services. Protection and monitoring provided shall include, at a minimum: a) Credit monitoring at one of the three major credit reporting agencies: Equifax, Experian or TransUnion; b) Dark web monitoring; c) Identity restoration and recovery services; d) \$1,000,000 identity theft insurance with no deductible. (Agreement ¶ 2.4.7.)

5. Equitable Terms: Defendant has implemented or will implement certain reasonable steps to adequately secure its systems and environments, costs of which are presently estimated at \$175,000. (Agreement 2.8; Nelson Decl. ¶ 30.)

Settlement Members must submit a Claim Form (Agreement Ex. A) postmarked on or before the ninetieth day after the deadline for the completion of the Notice to Settlement Class Members. Plaintiff argues the claims process is necessary here for multiple reasons. First, it allows the Subclass members to self-identify to demonstrate eligibility for the California Statutory Claim Benefit. Second, the claims process is necessary to allow Class Members with documented losses to submit documentation and a claim for reimbursement of up to \$1,000 of losses attributable to the breach. Third, any Class Member wishing to claim credit monitoring must affirmatively claim and sign-up for the offered credit monitoring as additional personal information must be provided to the credit monitoring service and Class Members cannot be automatically enrolled. (Nelson Decl. ¶ 29.) The anticipated claims rate is 2-5% based on the realized claims rates in similar data breach cases in California. (MPA 7:1-12.) The Court agrees that the claims process is appropriate in this case and approves the proposed Claim Form.

All costs for notice to the Class and costs of Claims Administration will be paid by Defendant. (Agreement ¶ 2.6.) The estimated cost for settlement administration is \$18,779. (Simmons Decl. ¶ 51.) Defendant will separately pay Class Counsel attorneys' fees, costs, and expenses in the amount of \$125,000, subject to Court approval. (Agreement ¶ 7.2.) Defendant will separately pay a service award in the amount of \$1,500 to Plaintiff. (Agreement ¶ 7.3.)

Settlement checks that remain uncashed after 90 days will be void. (Agreement ¶ 10.15.) After a check becomes void, Class Members will have until 180 days after the Effective Date to request reissuance. If no request for reissuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits. The Class Member's right

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

to receive monetary relief will be extinguished and Defendant will have no obligation to make payments to that Class Member. (*Ibid.*)

Disposition

The Court finds that all relevant factors support preliminary approval. (*Dunk, supra*, 48 Cal.App.4th at 1802.) The moving papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted a thorough investigation into the facts and law and issues in this case, including the exchange of discovery and the review of extensive information. The settlement appears to be within the “ballpark of reasonableness.” (Nelson Decl. ¶¶ 49-50; MPA 10:21-14:3.) Therefore, the motion is granted. The Court approves the revised Class Notice. (Supplemental Nelson Decl. Ex. C.) The Notice shall be disseminated in the manner set forth in the Agreement. **Plaintiffs are directed to submit a standalone version of the revised Proposed Order for the Court’s signature.**

Final Approval Hearing

The Final Approval Hearing will take place on August 29, 2025, at 9:00 a.m. in this Department. The Court will again review and consider the terms of this settlement at the time of the final approval hearing.

To request oral argument on this matter, you must call Department 23 at 916-874-5754 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Please check your tentative ruling prior to the next Court date at www.saccourt.ca.gov prior to the above referenced hearing date.

If oral argument is requested, the parties may and are encouraged to appear by Zoom with the links below:

To join by Zoom Link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>
To join by phone dial (833) 568-8864 ID 16108301121

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code section 68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV012543: ROBISON-WILLIAMS vs VISIONARY INTEGRATION
PROFESSIONALS, LLC**

04/25/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23

<https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

[A Stipulation and Appointment of Official Reporter Pro Tempore](#) (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list. Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a [Request for Court Reporter by a Party with a Fee Waiver \(CV/E-211\)](#) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

Counsel for Plaintiff is directed to notice all parties of this order.