

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MELISSA ATKINSON AND KATIE
RENVALL, INDIVIDUALLY AND ON
BEHALF OF CLASSES SIMILARLY
SITUATED INDIVIDUALS,

Plaintiffs,

v.

MINTED, INC.,

Defendant.

) Case No.: 3:20-cv-03869-VC

) ~~PROPOSED~~ ORDER GRANTING
) MOTION FOR PRELIMINARY
) APPROVAL OF CLASS ACTION
) SETTLEMENT

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of the Proposed Class Action Settlement. Plaintiffs, individually and on behalf of the proposed settlement class, and Defendant have entered into a Settlement Agreement (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the motion, the Settlement Agreement together with all exhibits and attachments thereto, the

record in this matter, and the briefs and arguments of counsel, **IT IS HEREBY ORDERED** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declarations of counsel, the named Plaintiffs, Plaintiff's cyber security expert and the proposed Notice and Claims Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted over the course of nearly four months. ~~The Court further observes that the Settlement Agreement is the product of more than 10 months of litigation, including significant discovery and mediation efforts and negotiations.~~ The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and ~~fall within the range of possible approval as~~ **appears on this record to be** fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined as follows:

All residents of the United States who had a Minted, Inc. ("Minted") online account, or provided Minted their name, email address, street address and/or other personal information via email, the Minted website, or other online communications, on or before June 27, 2020.

The Settlement Class specifically excludes: (i) Minted and its officers and directors; (ii) all Settlement Class Members who timely and validly request to opt-out from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement **and their staff**; and (iv) potential class members who have provided Minted with an express release of claims arising out of or related to the Security Incident prior to the Effective Date of this Settlement.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a): the Settlement Class is comprised of approximately 4.1 million individuals; there are questions of law or fact common to the Settlement Class; the Settlement Class Representatives' claims are typical of those Settlement Class Members; and the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3): the questions of law or fact common to the Settlement Class predominate over individual questions, class action litigation is superior to other available methods of fair and efficient adjudication of this controversy, and Defendant has acted or refused to act on grounds that apply generally to the Settlement Class.

8. The Court hereby appoints Class Representatives Melissa Atkinson and Katie Renvall.

9. The Court hereby appoints as Class Counsel Jennifer M. Oliver and Natasha N. Serino, as well as their respective firms: MoginRubin LLP and Schack Law Group.

NOTICE & ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have requested A.B. Data be designated as the Notice and Claims Administrator ("Settlement Administrator"). The Court approves the designation. The Settlement Administrator shall perform all the duties of the Notice and Claims Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed Notices and Notice Plan satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances. The Notices and Notice Plan are reasonably calculated to

apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the Notices and Notice Plan and directs the parties and the Notice and Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the Notices and Notice Plan submitted with Plaintiffs' Motion.

12. Under the terms of this plan, the Settlement Administrator shall disseminate the Notices and implement the Notice Plan on or before 30 days after this Order granting preliminary approval of the class action settlement.

13. The Court also approves the Claim Form, as well as the administration and/or enrollment procedures for obtaining credit services, personal identity restoration services, and fraud alerts.

EXCLUSION AND OBJECTIONS

14. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by individually signing and timely submitting written notice of such intent to the designated address established by the Notice and Claims Administrator, postmarked no later than the Claims Deadline (125 days after Preliminary Approval). The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class, which intent shall be determined by the Notice and Claims Administrator.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written notice of objection to the Court in accordance with the procedures outlined in the Notice no later than the Claims Deadline (125 days after Preliminary Approval). Any Settlement Class Member wishing to comment on or object to the Settlement Agreement shall

file such notice of objection with the Clerk of Court and serve the objection concurrently upon Lead Class Counsel, Jennifer Oliver, Esq., 600 W. Broadway, Suite 3300, San Diego, CA 92101 and Minted's Counsel, Ian C. Ballon, Esq. Greenberg Traurig, LLP, 1900 University Avenue, 5th Floor, East Palo Alto, CA 94303. The written notice of objection shall state:

- a. The objector's full name, address, telephone number, and email address (if any);
- b. Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Security Incident);
- c. A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- d. The identity of all counsel representing the objector;
- e. The identity of all counsel representing the objector who will appear at the Final Fairness Hearing;
- f. A list of all Persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- g. A statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing;
- h. The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);
- i. A list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years;
- j. A list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any Person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and

k. A list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

17. Substantial compliance with the above is required. The written objection requirement can be waived upon a showing of good cause.

18. Any Settlement Class Member who does not ~~timely submit a written objection~~ **object** in accordance with these procedures ~~and the procedures detailed in the Notice and Settlement Agreement~~, shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Approval Order and Judgment by appeal or other means.

FINAL APPROVAL HEARING

19. The Court will hold a Final Approval Hearing on December 2, 2021 at 2 p.m. Pacific Time in Courtroom 4, 17th Floor, of the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102.

20. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) a final judgment should be entered; (d) Class Counsel’s motion for attorneys’ fees and costs should be granted; and (e) the Service Payments sought for Class Representatives should be awarded.

21. The Court reserves the right to continue the date of the Final Approval hearing without further notice to Settlement Class Members.

DEADLINES, INJUNCTION & TERMINATION

<u>Event</u>	<u>Date</u>
Notice Period	To commence by June 14, 2021 (30 days from the instant Preliminary Approval Order)
Class Counsel Motion for Attorneys’ Fees and Costs	Due by July 13, 2021 (60 days from the instant Preliminary Approval Order)

Claims Deadline	September 16, 2021 (125 days from the instant Preliminary Approval Order)
Opt-Out and Objection Deadline	September 16, 2021 (125 days from the instant Preliminary Approval Order)
Motion for Final Approval	Due by November 1, 2021 (170 days from the instant Preliminary Approval Order)
Reply in Support of Motion for Final Approval and Attorneys' Fees and Costs	Due by November 15, 2021 (184 days from the instant Preliminary Approval Order)
Final Approval Hearing	December 2, 2021 at 2 p.m. Pacific Time

22. All proceedings and deadlines in this matter, except those necessary to implement this Order and the Settlement, are hereby stayed and suspended until further order of the Court.

23. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

24. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in any Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence for any purpose in any Action or other proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party regarding the validity of any Released Claim or the propriety of certifying any class against Defendants, or (iii) be deemed an admission or concession by any

Party regarding the truth or falsity of any facts alleged in the Actions or the availability or lack of availability of any defense to the Released Claims.

25. For the reasons discussed above, the Court **GRANTS** Plaintiffs' motion for preliminary approval.

IT IS SO ORDERED

Dated: **May 14** , 2021

By:  _____
The Honorable Vince Chhabria
US District Court Judge