

1 Christina Perez Hesano, Esq. (SBN 027023)

2 **PEREZ LAW GROUP, PLLC**

3 7508 North 59th Avenue

4 Glendale, Arizona 85301

5 Tel: (602) 730-7100

6 cperez@perezlawgroup.com

7 John J. Nelson (CA SBN 317598) (*Pro Hac Vice*)

8 **MILBERG COLEMAN BRYSON**

9 **PHILLIPS GROSSMAN, PLLC**

10 402 W. Broadway, Suite 1760

11 San Diego, CA 92101

12 Tel: (858) 209-6941

13 jnelson@milberg.com

14 *Attorney for Plaintiff and the Settlement Class*

15 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

16 **IN AND FOR MARICOPA COUNTY**

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

19 Plaintiff,

20 v.

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

24 Defendant.

Case No. CV2024-002001

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT**

25 Before the Court is Plaintiff's Motion requesting that the Court enter an Order
26 granting final approval of the class action Settlement involving Maria Barrios, individually
27 and on behalf of all others similarly situated ("Plaintiff" or "Class Representative"), and
28 Defendant Farmers Investment Co. d/b/a Green Valley Pecan Company. ("FICO" or
"Defendant") as fair, reasonable, and adequate.

1 Having reviewed and considered the Settlement Agreement and the motion for final
2 approval of the settlement, and having conducted a Final Approval Hearing, the Court makes
3 the following findings and grants the relief set forth below approving the Settlement upon
4 the terms and conditions set forth in this Final Order and Judgment.

5 **THE COURT** not being required to conduct a trial on the merits of the case or to
6 determine with certainty the factual and legal issues in dispute when determining whether to
7 approve a proposed class action settlement; and

8 **THE COURT** makes the findings and conclusions hereinafter set forth for the limited
9 purpose of determining whether the Settlement should be approved as being fair, reasonable,
10 and adequate under Arizona Rule of Civil Procedure 23, and in the best interests of the
11 Settlement Class;

12 **IT IS ON THIS** ____ day of _____, 2025,

13 **ORDERED** that:

14 1. The Settlement involves allegations set forth in Plaintiff's Class Action
15 Complaint that Defendant failed to adequately safeguard the personal information of
16 individuals saved in its systems from a cyberattack that may have resulted in the compromise
17 of certain of her personal information.

18 2. The Settlement does not constitute an admission of liability by Defendant, and
19 the Court expressly does not make any finding of liability or wrongdoing by Defendant.

20 3. Unless otherwise noted, words spelled in this Order with initial capital letters
21 have the same meaning as set forth in the Settlement Agreement.

22 4. On August 2, 2024 this Court entered an Order which among other things: (a)
23 approved the notice to the Settlement Class, including approval of the form and manner of
24 notice under the notice plan set forth in the Settlement Agreement; (b) provisionally certified
25 a class in this matter, including defining the class, appointed Plaintiff as the Class
26 Representative, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d)
27 set deadlines for opt-outs and objections; (e) approved and appointed the Claims
28 Administrator and (f) set the date for the Final Approval Hearing.

1 5. In the Order Granting the Motion for Preliminary Approval of Class Settlement
2 Agreement, for settlement purposes only, the Court certified the Settlement Class, defined
3 as follows:

4 All individuals residing in the United States who provided
5 personally identifiable information to Defendant and to whom
6 Defendant sent a notice concerning the Data Incident.

7 6. The Court, having reviewed the terms of the Settlement Agreement submitted
8 by the parties, grants final approval of the Settlement Agreement and finds that the settlement
9 is fair, reasonable and adequate and meets the requirements of Arizona Rule of Civil
10 Procedure 23.

11 7. The Settlement Agreement provides, in part, and subject to the more detailed
12 description of the settlement terms in the Settlement Agreement, for:

- 13 a. A process for Settlement Class Members to receive two years of single-bureau
14 identity protection and credit monitoring services, including \$1 million in
15 fraud protection insurance.
- 16 b. A process for Settlement Class Members to submit claims for Compensation
17 for Expense Reimbursement and Lost Time and Compensation for
18 Extraordinary Losses.
- 19 c. Defendant to implement, if it has not already, certain reasonable steps to
20 further secure its data systems.
- 21 d. Defendant to pay all Notice and Claims Administrator costs.
- 22 e. Defendant to pay a Court-approved amount for attorneys' fees, costs, and
23 expenses of Class Counsel not to exceed \$143,750.
- 24 f. Defendant to pay a Service Award not to exceed \$2,250 to Plaintiff.

25 8. The terms of the Settlement Agreement are fair, reasonable and adequate and
26 are hereby approved, adopted and incorporated by the Court. The Parties, their respective
27 attorneys, and the Claims Administrator are hereby directed to consummate the Settlement
28 in accordance with this Order and the terms of the Settlement Agreement.

1 9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees,
2 costs and expenses, and the proposed Service Award payment to Plaintiff have been provided
3 to Settlement Class Members as directed by this Court's Orders, and a declaration of the
4 Claims Administrator's compliance with the Notice Program has been filed with the Court.

5 10. The Court finds that such Notice as therein ordered, constitutes the best notice
6 practicable under the circumstances and constitutes valid, due and sufficient notice to all
7 Settlement Class Members in compliance with the requirements of Rule 23.

8 11. As of the final date for Settlement Class Members to submit a request for
9 exclusion, no Settlement Class Member has submitted a request to be excluded from the
10 Settlement and no Settlement Class Member has objected to the Settlement.

11 12. The Court has considered all the documents filed in support of the Settlement,
12 and has fully considered all matters raised, all exhibits and affidavits filed, all evidence
13 received at the Final Approval Hearing, all other papers and documents comprising the
14 record herein, and all oral arguments presented to the Court.

15 13. The Court awards Class Counsel \$143,750 as attorneys' fees, costs, and
16 expenses and finds the amount reasonable.

17 14. The Court awards Class Representative \$2,250 as a Service Award and finds
18 the amount reasonable.

19 15. Further to the Settlement Agreement, on the Effective Date and in
20 consideration of the promises and covenants set forth in this Settlement Agreement, the Court
21 orders that as of the Effective Date the Plaintiff and the Settlement Class Members release
22 Defendant and all Released Parties from the Released Claims, including Unknown Claims.

23 16. Released Claims shall not include the right of any Settlement Class Member
24 or any of the Released Parties to enforce the terms of the Settlement contained in this
25 Settlement Agreement.

26 17. The Settlement Agreement's terms and this Final Order and Judgment shall be
27 forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future
28 lawsuits or other proceedings - as to Released Claims and other prohibitions set forth in this

1 Final Order and Judgment - that are maintained by, or on behalf of, any Settlement Class
2 Member or any other person subject to the provisions of this Final Order and Judgment.

3 18. The matter is hereby dismissed with prejudice and without costs except that
4 the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

5 19. In accordance with Arizona Rule of Civil Procedure 23, this Final Order and
6 Judgment resolves all claims against all parties in this Action and is a final order.

7 20. There is no just reason to delay the entry of final judgment in this matter, and
8 the Clerk is directed to file this Order as the final judgment in this matter.

9 21. This Final Order and Judgment, and all materials submitted or issued in
10 conjunction with the Settlement Agreement, shall not be construed as, used as, or deemed to
11 be evidence of, or an admission by Defendant or the Released Parties of any fault,
12 wrongdoing, violation of law, or liability arising from or related to the Litigation, or of the
13 certifiability in this or any other proceeding of any claims or class asserted or that could have
14 been asserted in the Litigation.

15 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

16
17 Dated: _____

18 _____
19 The Honorable Sara J. Agne

20 Respectfully submitted by:

21 Christina Perez Hesano, Esq.
22 PEREZ LAW GROUP, PLLC

23 and

24 John Nelson
25 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
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