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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

**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** \_10th\_\_\_ day of \_January\_, 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

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

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

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

20. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter. Interest bearing amounts in this judgment do so at the statutory rate of 8.50 percent per annum until paid in full. No further matters remain pending, and the judgment is entered under Ariz. R. Civ. P. 54(c).

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

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

Dated: January 10, 2025.\_\_\_\_

/s/ Erik Thorson  
The Honorable Erik Thorson

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Filing ID: 19146032 Case Number: CV2024-002001  
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Granted with Modifications



/S/ Erik Thorson Date: 1/10/2025  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2024-002001

SIGNATURE DATE: 1/10/2025

E-FILING ID #: 19146032

FILED DATE: 1/13/2025 8:00:00 AM

CRISTINA PEREZ HESANO

KATHRYN A. HONECKER