

1 **ORDG**

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16 **EIGHTH JUDICIAL DISTRICT COURT**  
17 **CLARK COUNTY, NEVADA**

18 KRISTEN COON, individually and on behalf  
19 all others similarly situated,

20 Plaintiff,

21 v.

22 JS AUTOWORLD, INC., dba PLANET  
23 NISSAN, a Nevada Corporation; DOES  
24 1 through 10 and ROES 1 through 10

25 Defendant.

**CASE NO. A-23-869272-C**

**Dept. No.: 1**

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT;  
CERTIFYING CLASS FOR PURPOSES OF  
SETTLEMENT; APPROVING NOTICE  
TO THE CLASS; AND SCHEDULING OF  
A SETTLEMENT HEARING**

26 The Court having held a Preliminary Approval Hearing on February 7, 2024, at 9:30 a.m.,  
27 in the Courtroom of the Hon. Bitu Yeager, District Court Department 1, Courtroom 5C located in  
28 Clark County at 200 Lewis Avenue, Las Vegas, NV 89155 and having considered all matters  
submitted to it at the Preliminary Approval Hearing and otherwise, and finding no just reason for  
delay in entry of this Order Granting Preliminary Approval of Class Action Settlement (this  
“Order”) and good cause appearing therefore, and having considered the papers filed and

1 proceedings held in connection with the Settlement, having considered all of the other files, records,  
2 and proceedings in the Action, and being otherwise fully advised,

3  
4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

5 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

6 1. The Settlement Agreement, which is attached to Plaintiff's Unopposed Motion for  
7 Preliminary Approval ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully  
8 herein by reference. The definitions used in the Settlement Agreement are adopted in this Order  
9 and shall have the same meaning ascribed in the Settlement Agreement.

10 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiff  
11 Kristen Coon, individually and on behalf of all others similarly situated ("Plaintiff"), and (c)  
12 Defendant JS Autoworld d/b/a Planet Nissan ("JS Autoworld" or "Defendant") and, together with  
13 Plaintiff, the "Parties".

14 3. This Order is based on Nevada Rule of Civil Procedure 23 ("Rule 23").

15 4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiff's  
16 Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of  
17 possible approval, and was entered into after extensive, arm's-length negotiations, such that it is  
18 hereby preliminarily approved and notice of the Settlement should be provided to the Class  
19 Members, pursuant to Rule 23.  
20  
21

22 **CLASS CERTIFICATION**

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

25 All individuals sent notice of the Data Incident by JS Autoworld.  
26  
27  
28

1           6.       The Class specifically excludes: (i) JS Autoworld; and (ii) the judge presiding over  
2 this case and their staff and family.

3  
4           7.       The Court provisionally finds, for settlement purposes only, that: (a) the Class is so  
5 numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact  
6 common to the Class; (c) the Plaintiff's claims are typical of the claims of the Class; (d) the Plaintiff  
7 will fairly and adequately protect the interests of the Class; (e) the questions of law or fact common  
8 to the Class Members predominate over any questions affecting only individual members; and (f)  
9 that a class action is superior to other available methods for fairly and efficiently adjudicating the  
10 controversy.

11           **CLASS REPRESENTATIVE, CLASS COUNSEL, AND CLAIMS ADMINISTRATOR**

12  
13           8.       The Court finds that Kristen Coon will be an adequate Class Representative, and  
14 hereby appoints her as Class Representative.

15           9.       The Court hereby appoints Stranch, Jennings & Garvey PLLC and Milberg  
16 Coleman Bryson Phillips Grossman PLLC as Class Counsel, and finds that they will adequately  
17 represent the interests of the Class.

18           **NOTICE TO CLASS**

19  
20           10.      Notice to the Class and the Costs of Claims Administration in accordance with the  
21 Preliminary Approval Order shall be paid by Defendant. Any attorneys' fees, costs, and expenses  
22 of Plaintiff's Counsel, and service award to the Class Representative, as approved by the Court,  
23 shall also be paid by Defendant.

24           11.      The notice plan in the Settlement Agreement satisfies Rule 23, provides the best  
25 notice practicable under the circumstances and adequately notifies Class Members of their rights,  
26 and is hereby approved.  
27



1           17.     Class Members who seek to be excluded from the Class shall individually sign and  
2 timely submit written notice of such intent to the designated Post Office box established by the  
3 Claims Administrator. The written notice must clearly manifest a person's intent to be excluded  
4 from the Class. To be effective, written notice must be postmarked no later than sixty (60) days  
5 after the date on which the Court enters a Preliminary Approval Order. All Persons who submit  
6 valid and timely notices of their intent to be excluded from the Class, as set forth in the Settlement  
7 Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement  
8 Agreement. All Persons falling within the definition of the Class who do not request to be excluded  
9 from the Class in the manner set forth in the Settlement Agreement shall be bound by the terms of  
10 the Settlement Agreement and Judgment entered thereon.  
11

12           18.     Each Settlement Class Member desiring to object to the Settlement Agreement shall  
13 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:  
14 (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information  
15 identifying the objector as a Settlement Class Member, including proof that the objector is a member  
16 of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Breach); (iii) a  
17 written statement of all grounds for the objection, accompanied by any legal support for the  
18 objection the objector believes applicable; (iv) the identity of any and all counsel representing the  
19 objector in connection with the objection; (v) a statement as to whether the objector and/or his or  
20 her counsel will appear at the Final Approval Hearing, and; (vi) the objector's signature and the  
21 signature of the objector's duly authorized attorney or other duly authorized representative (along  
22 with documentation setting forth such representation).  
23

24           19.     To be timely, written notice of an objection in the appropriate form must be filed  
25 with the Clerk of the Court and contain the case name and docket number, by no later than the  
26 Objection Date, and concurrently, by the same date, mailed and postmarked or emailed to the  
27  
28

1 Claims Administrator to the Post Office box or email address established by the Claims  
2 Administrator and identified in the Claim Form. The Claims Administrator will forward the  
3 objection to Class Counsel and Defendant’s counsel.  
4

5 20. Any Settlement Class Member who does not make their objections in the manner  
6 and by the Objection Date shall be deemed to have waived any objections and shall be forever barred  
7 from raising such objections in this or any other action or proceeding, absent further order of the  
8 Court.

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

13 **ADMINISTRATION OF SETTLEMENT**

14 22. The Class Representative, Class Counsel, and JS Autoworld have created a process  
15 for assessing the validity of claims and a payment methodology to Settlement Class Members who  
16 submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement benefits  
17 to the Class and the plan for distributing the Settlement benefits as described in the Settlement  
18 Agreement.  
19

20 23. The Court appoints Atticus Administration, LLC (“Atticus”) as Claims  
21 Administrator.

22 24. The Court directs that the Claims Administrator effectuate the distribution of  
23 Settlement benefits according to the terms of the Settlement Agreement, should the Settlement be  
24 finally approved.

25 25. Class Members who qualify for Settlement benefits and who wish to submit a  
26 Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.  
27  
28

1           26. If the Final Approval Order and Judgment are entered, all Class Members who fail  
2 to submit a claim in accordance with the requirements and procedures specified in the Notice, and  
3 who do not timely exclude themselves from the Class, shall be forever barred from receiving  
4 any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be  
5 subject to, and bound by, the provisions of the Settlement Agreement, the releases contained therein  
6 and the Final Approval Order and Judgment.  
7

8   **FINAL APPROVAL HEARING**

9           27. A Final Approval Hearing shall be held on July 17, 2024 in the Courtroom of the  
10 Hon. Bita Yeager, District Court Department 1, Courtroom 5C located in Clark County at 200 Lewis  
11 Avenue, Las Vegas, NV 89155. The Court may require or allow the Parties and any objectors to  
12 appear at the Final Approval Hearing either in person or by telephone or videoconference.  
13

14           28. At the Final Approval Hearing, the Court will determine whether: (1) this action  
15 should be finally certified as a class action for settlement purposes pursuant to Rule 23; (2) the  
16 Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be  
17 dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class  
18 Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class  
19 Counsel's application for Attorneys' Fee Award and Costs should be approved; and (6) the Class  
20 Representative's request for Service Award should be approved.  
21

22           29. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class  
23 Representative's request for a Service Award on or before fourteen (14) days prior to the Objection  
24 Deadline.  
25

26           30. Class Counsel shall file a motion for Final Approval and Judgment of the  
27 Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing.  
28

1           31.     This Order shall become null and void and shall be without prejudice to the rights  
2 of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not  
3 finally approved by the Court or is terminated in accordance with paragraph 9.4 of the Settlement  
4 Agreement.  
5

6           32.     In the event the Settlement is terminated, the Parties to the Settlement Agreement,  
7 including Class Members, shall be deemed to have reverted to their respective status in the Action  
8 immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly  
9 provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement  
10 Agreement and any related orders had not been entered. In addition, the Parties agree that in the event  
11 the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be  
12 deemed null and void and vacated and shall not be used in or cited by any person or entity in support  
13 of claims or defenses.  
14

15           33.     In the event the Settlement Agreement is not approved by any court, or is terminated  
16 for any reason, or if the Settlement set forth in the Settlement Agreement is declared null and void,  
17 or in the event that the Effective Date does not occur, Class Members, Plaintiff, and Class Counsel  
18 shall not in any way be responsible or liable for any expenses, including costs of notice and  
19 administration associated with the Settlement or the Settlement Agreement, except that each Party  
20 shall bear its own attorneys' fees and costs.  
21

22           34.     In the event the Settlement and Settlement Agreement shall become null and void  
23 and be of no further force and effect, the Court's orders, including this Order, shall not be used or  
24 referred to for any purpose whatsoever (except as necessary to explain the timing of the procedural  
25 history of the Action).  
26  
27  
28



1           35.     This order shall have no continuing force or effect if Final Judgment is not entered  
2 and shall not be construed or used as an admission, concession, or declaration by or against JS  
3 Autoworld of any fault, wrongdoing, breach, liability, or the certifiability of any class.  
4

5           36.     The preliminarily approved Settlement shall be administered according to its terms  
6 pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include,  
7 but are not limited to:

8           37.

<b>EVENT</b>	<b>DATE</b>
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 Settlement 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 date on which the notice program commences
Deadline for Plaintiff to File Motion for Attorneys' Fees, Expenses and Service Award for Class Representative	14 days prior to the Objection Deadline

EVENT	DATE
Deadline for Plaintiff to File Motion for Final Approval and Judgment	July 3, 2024
Final Approval Hearing	July 17, 2024

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

Dated: \_\_\_\_\_

Dated this 16th day of February, 2024

*Bita Yeager*

\_\_\_\_\_  
The Honorable Bita Yeager

District Court Judge  
137 85F 740A 854A

**Bita Yeager  
District Court Judge**

Respectfully submitted by:

/s/ Nathan Ring

Nathan R. Ring, Esq.  
Nevada State Bar No. 12078  
STRANCH, JENNINGS & GARVEY, PLLC

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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5  
6 Kristen Coon, Plaintiff(s)

CASE NO: A-23-869272-C

7 vs.

DEPT. NO. Department 1

8 JS Autoworld, Inc., Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order Granting was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/16/2024

15 Susan Awe

susan.awe@lewisbrisbois.com

16 Joel Schwarz

Joel.Schwarz@lewisbrisbois.com

17 Suzanne Levenson

slevenson@stranchlaw.com

18 Nathan Ring

nring@stranchlaw.com

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