

<p>BRAD FABER, on behalf of himself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION</p> <p>ATLANTIC COUNTY</p> <p>Docket No. ATL-L-003322-25</p>
<p>v.</p> <p>MASTERMINDS, INC.,</p> <p style="text-align: right;">Defendant.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	

**ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement Agreement”) between Plaintiff Brad Faber (“Plaintiff”) and Masterminds, Inc. (“Defendant” or “Masterminds” and, together with Plaintiff, the “Parties”) with accompanying exhibits and Plaintiff’s Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.¹ This class action case (the “Action”) arises from an alleged cybersecurity incident that impacted Defendant on or around June 3, 2025 (the “Data Incident”).

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to New Jersey Court Rule 4:32-2(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of New Jersey Court Rule 4:32-1(a) and New Jersey Court Rule 4:32-1(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Brad Faber is adequate and should be preliminarily appointed as the Settlement Class

Representative. Additionally, the Court finds that Brittany Resch of Strauss Borrelli PLLC is adequate and has fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by New Jersey Court Rule 4:32 and New Jersey precedent.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on August 14, 2026 at 2pm in person at the Atlantic County Superior Courthouse located at 1201 Bacharach Blvd, Atlantic City, Courtroom 3G, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement

Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator**. The Court appoints Analytics Consulting LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of New Jersey law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable

by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be submitted no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an objection must be filed with the Court by the Objection Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the New Jersey Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary

Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

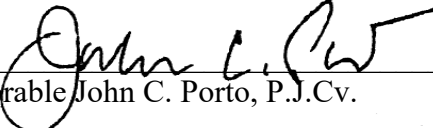
14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings

Event	Deadline
Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Date	Not later than thirty (30) days after entry of the Preliminary Approval Order
Plaintiff's Motion for Final Approval and Attorneys' Fees, Costs, and a Service Award	At least fourteen (14) days before the Opt-Out and Objection Deadlines
Reminder Notice, if necessary	Forty-five (45) days before the Claims Deadline
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

IT IS SO ORDERED on : March 27, 2026


 Honorable John C. Porto, P.J.Cv.

Brad Faber, on behalf of himself and all others similarly situated, Plaintiff

v.

Masterminds, Inc., Defendant.

Docket Number: L-3322-25

Statement of Reasons

This case arose out of a cybersecurity incident that impacted Defendant on or around June 3, 2025 (the “Data Incident”). Plaintiff alleged that the Data Incident impacted the Personal Information of approximately 396 of Defendant’s current and former employees (i.e., the “Settlement Class” or “Settlement Class Members”).

The Plaintiff and the Defendant reached an agreement on the core terms of the Settlement on December 8, 2025. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025. The Plaintiff filed the operative complaint in this Court on December 18, 2025.

On February 27, 2026, Plaintiff filed this unopposed a motion seeking an order for (1) granting preliminary approval of the class action settlement described in the “Settlement Agreement” between Plaintiff and Masterminds, Inc. (“Defendant”) (together, the “Parties”); (2) preliminarily certifying the Settlement Class for purposes of Settlement; (3) appointing Plaintiff Brad Faber as Class Representative; (4) appointing Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (5) approving the Notice Program set forth in the Settlement Agreement; (6) appointing Analytics Consulting LLC as Settlement Administrator; (7) approving the form and content of the Short Form Notice, Long Form Notice, and Claim Form; and (8) scheduling a Final Fairness Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorney fees, costs, and a service award.

Discussion and Analysis

Plaintiff's counsel stated the Settlement provides the exact relief sought by the lawsuit, and satisfies the requirements for preliminary approval.

This Court finds "settlement of litigation ranks high in our public policy." Pascarella v. Bruck, 190 N.J. Super. 118, 125 (1983). Indeed, "[s]ettlement spares the parties the risk of an adverse outcome and the time and expense—both monetary and emotional—of protracted litigation. Settlement also preserves precious and overstretched judicial resources." Willingboro Mall, Ltd. v. 240/242 Franklin Ave., L.L.C., 215 N.J. 242, 253-54 (2013) (citations omitted). With those foregoing principles in mind, a class action settlement, that binds individuals that are not before the court, creates unique due process concerns. Therefore, a class action cannot achieve a settlement without court approval.

"The court may approve a settlement, voluntary dismissal, or compromise that would bind class members only after a hearing and on finding that the settlement, voluntary dismissal, or compromise is fair, reasonable, and adequate." R. 4:32-2(e)(1)(C). "The basic test for court approval of a settlement of a class action is whether it is fair and reasonable to the members of the class." Chattin v. Cape May Greene, 216 N.J. Super. 618, 627 (App. Div. 1987). If the settlement is fair and reasonable, it may be approved even though individual members of the class refuse to consent. Ibid. This Court must conduct a two-step process to determine whether the proposed settlement satisfies the requirements of Rule 4:32-2(e).

First, the Court applies the Girsh factors to analyze the proposed settlement in this case. Second, the Court will determine whether the proposed settlement provides a material benefit to the Class. Court Rule 4:32-2 parallels FRCP 23.

As discussed below, the Court finds the Settlement Class satisfies Rule 4:32-1(a) as that rule subsection requires numerosity, commonality, typicality, and adequacy; as well as satisfying Rule 4:32-1(b)(3) which requires "that the questions

of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.”

This Court also considered the nine Girsh¹ factors and finds those factors support preliminary approval and demonstrates that the Settlement is fair, reasonable, and adequate. The Girsh factors are:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

[Id. 521 F.2d at 157.]

The first Girsh factor supports preliminary approval because further litigation would be complex, expensive, and protracted in this data breach class action. See Weiss v. Mercedes Benz of N. Am., Inc., 899 F. Supp. 1297, 1300-01 (D.N.J. 1995). As in any settlement, the costs and risks associated with further litigation are removed.

The second Girsh factor, “attempts to gauge whether members of the class support the settlement.” In Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions, 148 F.3d 283, 318 (3d Cir. 1998). At this stage, this second factor is neutral

¹ Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975)).

because Class Members did not have the opportunity to voice any opposition (or support) to the Settlement.

The third Girsh factor considers whether the settlement has been proposed at too early a stage in the proceedings for plaintiff to be able to adequately assess its fairness. Prudential, 148 F.3d at 319. Plaintiff's counsel asserted since Class Counsel engaged in substantial pre-suit discovery and the Parties exchanged informal discovery which included: inter alia, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. "Thus, the Parties were able to objectively evaluate the strengths and weaknesses of the underlying claims and defenses." This Court finds that the early resolution of this case is weighed minimally against the approval of the settlement.

The fourth Girsh factor supports preliminary approval. In this type of case, establishing causation and liability is likely to be difficult in data breach class actions. In considering the risk of establishing liability, this Court must "examine what the potential rewards (or downside) of litigation might have been had class counsel decided to litigate the claims rather than settle them." In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 814 (3d Cir. 1995). As in most litigation of this type, the parties would likely encounter dispositive motions and dueling expert testimony. Both could potentially put plaintiff's case at risk. Here, there was an early evaluation of discovery as well as each parties case's strength and weakness. This was an immediate benefit to the Plaintiff and to the Class and is better than continued litigation and uncertainty. This factor weighs in favor of approving the settlement.

The fifth Girsh factor supports preliminary approval because establishing damages is likely to be difficult in this type of case. Even if the Plaintiff established liability, Plaintiff must also seek to establish the extent of damages through expert

testimony and substantial proofs. There is a risk that this Court could find low or no damages in the event of trial. For this reason, this factor weighs in favor of approving the settlement.

Under the sixth Girsh factor a high risk of decertification supports approval of a settlement. This Court was not made aware of any reason why it would potentially decertify or modify the Class in this case. Nevertheless, the United States Supreme Court held in Amchem Products, Inc. v. Windsor, 521 U.S. 591 (1997), that courts need not inquire into manageability where request for certification is for settlement purposes only. Based upon that holding, courts have held that this factor is of “negligible importance” in deciding whether to approve a class action settlement. See Weber v. Gov't Emps. Ins. Co., 262 F.R.D. 431, 446 (D.N.J. 2009); Prudential, 148 F.3d at 321. Accordingly, this Court agrees and assigns this factor minimal weight.

The seventh Girsh factor is neutral. Plaintiff’s counsel stated, “the resources of Defendant were not central to the negotiation process.” Moreover, this Court was not provided with any information to indicate the Defendant would be unable to withstand a monetary judgment. However, this consideration, by itself, is not enough to reject the settlement because the other factors clearly favor settlement.

The eighth Girsh factor considers the range of reasonableness of the settlement fund in light of the best possible recovery. Here, the Settlement provides an alternative cash payment of \$50.00 per person. The ninth Girsh factor is the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. This Court agrees with counsel, “the Settlement provides reasonable relief when balancing the ‘best possible recovery’ with ‘all the attendant risks of litigation.’”

As found above, this Court finds the nine Girsh factors support approval; therefore, preliminary approval is supported and demonstrates that the Settlement is fair, reasonable, and adequate.

Approval of the Notice Program and Appointment of the Settlement
Administrator.

The Court approves the appointment of Analytics Consulting LLC as the Settlement Administrator (“Analytics”). Counsel noted Analytics is a well-regarded Settlement Administrator with substantial experience in administering complex data breach settlements.

Additionally, the Court finds the proposed Notice Program satisfies both due process and New Jersey law. See Rule 4:32-2(e)(B). As stated, the Notice Program will provide direct formal notice via postcard through First Class U.S. mail, and the Short Form Notice and Long Form Notice provide all the information required by Rule 4:32-2(b)(2). Furthermore, counsel stated Analytics will also send a “reminder notice... if the claims rate is under 2% as of 45 days before the Claim Deadline.

Accordingly, this Court grants: preliminary approval, and preliminary certification of the Settlement Class for purposes of settlement as memorialized in the preliminary approval order entered on ecourts.