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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**OMAR BOLANOS and CAREN  
LUKE**, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

**CROSSROADS EQUIPMENT  
LEASE & FINANCE, LLC**,

Defendant.

Case No. 5:24-cv-00552-JGB-SP

Honorable Judge Jesus G. Bernal

**[PROPOSED] ORDER  
GRANTING PLAINTIFFS’  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL  
OF CLASS ACTION  
SETTLEMENT**

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (**Doc. No.**  ) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Crossroads Equipment Lease & Finance, LLC (“Crossroads”) (“Defendant” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached to Plaintiffs’ Memorandum of Law in Support of the Motion (the “Settlement Agreement”).<sup>1</sup>

<sup>1</sup> 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.

1 Having fully considered the issue, the Court hereby **GRANTS** the Motion  
2 and **ORDERS** as follows:

3  
4 1. **Class Certification for Settlement Purposes Only.** The Settlement  
5 Agreement provides for a Settlement Class defined as follows:

6  
7 All individuals residing in the United States to whom Defendant sent a  
8 notice concerning the Security Incident.

9 Excluded from the Settlement Class are (i) Crossroads, its officers and  
10 directors; (ii) all Settlement Class Members who timely and validly request  
11 exclusion from the Settlement Class; (iii) any judges assigned to this case and their  
12 staff and family; and (iv) any other person found by a court of competent  
13 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting  
14 the criminal activity occurrence of the Security Incident or who pleads nolo  
15 contendere to any such charge. Pursuant to Fed. R. Civ. P. 23, the Court finds giving  
16 notice to the Settlement Class is justified. The Court finds it will likely be able to  
17 approve the proposed Settlement as fair, reasonable, and adequate. The Court also  
18 finds it will likely be able to certify the Settlement Class for purposes of judgment  
19 on the Settlement because it meets all requirements of Rule 23.

20 Specifically, the Court provisionally finds for settlement purposes only that:

21 (a) the Settlement Class is so numerous that joinder of all Settlement Class  
22 Members would be impracticable; (b) there are issues of law and fact that are  
23 common to the Settlement Class; (c) the claims of the Settlement Class  
24 Representatives are typical, and the Settlement Class Representatives seek similar  
25 relief as the claims of the Settlement Class Members; (d) the Settlement Class  
26 Representatives will fairly and adequately protect the interests of the Settlement  
27 Class; (e) questions of law or fact common to Settlement Class Members

1 predominate over any questions affecting only individual members; and (f) a class  
2 action and class settlement is superior to other methods available for a fair and  
3 efficient resolution of this Litigation.

4 2. Settlement Class Representatives and Settlement Class Counsel. The  
5 Court finds that Plaintiffs Omar Bolanos and Caren Luke will likely satisfy the  
6 requirements of Rule 23(a) and should be appointed as the Settlement Class  
7 Representatives. Additionally, the Court finds Scott Edelsberg of Edelsberg Law,  
8 P.A. and Raina Borrelli of Strauss Borrelli PLLC will likely satisfy the requirements  
9 of Rule 23(a) and should be appointed as Settlement Class Counsel.

10 3. Preliminary Settlement Approval. Upon preliminary review, the  
11 Court finds the Settlement is fair, reasonable, and adequate to warrant providing  
12 notice of the Settlement to the Settlement Class and accordingly the Settlement is  
13 preliminarily approved. In making this determination, the Court has considered the  
14 monetary and non-monetary benefits provided to the Settlement Class through the  
15 Settlement, the specific risks faced by the Settlement Class in prevailing on their  
16 claims, the good faith, arms' length negotiations between the Parties and absence of  
17 evidence of collusion in the Settlement, the effectiveness of the proposed method  
18 for notifying and distributing relief to the Settlement Class, the proposed manner of  
19 allocating benefits to Settlement Class Members, the equitable treatment of the  
20 Settlement Class Members under the Settlement, and all of the other factors required  
21 by Rule 23 and relevant case law.

22 4. Jurisdiction. The Court has subject matter jurisdiction pursuant to the  
23 Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and personal jurisdiction over  
24 the parties before it. Additionally, venue is proper in this District pursuant to 28  
25 U.S.C. § 1391(a)(1).

26 5. Final Approval Hearing. A Final Approval Hearing shall be held  
27 on \_\_\_\_\_, 202\_\_\_\_, at

1 \_\_\_\_\_, where the Court will  
2 determine, among other things, whether: (a) the Settlement Class should be finally  
3 certified for settlement purposes; (b) the Settlement should be approved as fair,  
4 reasonable, and adequate, and finally approved; (c) this action should be dismissed  
5 with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement  
6 Class Members (who have not timely and validly excluded themselves from the  
7 Settlement) should be bound by the releases set forth in the Settlement Agreement;  
8 (e) the application of Settlement Class Counsel for an award of Attorneys' Fees,  
9 Costs, and Expenses should be approved; (f) the Action should be dismissed with  
10 prejudice; and (g) the application of the Settlement Class Representatives for a  
11 Service Award should be approved.

12 6. **Settlement Administrator.** The Court appoints Epiq Class Action &  
13 Claims Solutions as the Settlement Administrator, with responsibility for class  
14 notice and settlement administration. The Settlement Administrator is directed to  
15 perform all tasks the Settlement Agreement requires. The Settlement  
16 Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

17 7. **Notice.** The proposed notice program set forth in the Settlement  
18 Agreement and the Notices and Claim Form attached to the Settlement Agreement  
19 as **Exhibits 1, 2, and 3** are hereby approved. Non-material modifications to these  
20 Exhibits consistent with this Order may be made by the Settlement Administrator  
21 in consultation and agreement with the Parties, and without further order of the  
22 Court.

23 8. **Findings Concerning Notice.** The Court finds that the proposed form,  
24 content, and method of giving Notice to the Settlement Class as described in the  
25 Settlement Agreement and its exhibits: (a) will constitute the best practicable notice  
26 to the Settlement Class; (b) are reasonably calculated, under the circumstances, to  
27 apprise Settlement Class Members of the pendency of the Action, the terms of the

1 proposed Settlement, and their rights under the proposed Settlement, including, but  
2 not limited to, their rights to object to or exclude themselves from the proposed  
3 Settlement and to claim benefits provided under the terms of the Settlement  
4 Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to  
5 all Settlement Class Members; (d) meet all applicable requirements of law,  
6 including Rule 23; and (e) meet the requirements of the Due Process Clause(s) of  
7 the United States Constitution. The Court further finds that the Notice provided for  
8 in the Settlement Agreement is written in plain language, uses simple terminology,  
9 and is designed to be readily understandable by Settlement Class Members.

10 The Settlement Administrator is directed to carry out the Notice program in  
11 conformance with the Settlement Agreement.

12 9. **Exclusion from Class.** Any Settlement Class Member who wishes to  
13 be excluded from the Settlement Class must individually sign and timely submit a  
14 written request to the designated address established by the Settlement  
15 Administrator in the manner provided in the Notice. The written request must  
16 include (i) the name of the proceeding; (ii) the individual’s full name and current  
17 address; (iii) the individual’s personal signature; and (iv) the words “Request for  
18 Exclusion” or a comparable statement that the individual does not wish to  
19 participate in the Settlement, as set forth in the Settlement Agreement, and must be  
20 submitted individually, i.e, one request is required for every Settlement Class  
21 Member seeking exclusion. To be effective, such requests for exclusion must be  
22 postmarked no later than the Opt-Out Deadline, which is no later than sixty (60)  
23 days after the Notice Deadline, and as stated in the Notice.

24 Within seven (7) days after the Opt-Out Deadline, the Settlement  
25 Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete  
26 list of all timely and valid requests for exclusion.

1 If a Final Approval Order and Judgment is entered, all Persons falling within  
2 the definition of the Settlement Class who do not timely and validly request to be  
3 excluded from the Settlement Class shall be bound by the terms of this Settlement  
4 Agreement and the Final Approval Order and Judgment. All Persons who submit  
5 valid and timely requests to be excluded from the Settlement Class shall not receive  
6 any cash benefits of and/or be bound by the terms of the Settlement Agreement.

7 a. **Objections and Appearances**. A Settlement Class Member  
8 (who does not submit a timely written request for exclusion) desiring to object to  
9 the Settlement Agreement may submit a timely written objection by the Objection  
10 Deadline and as stated in the Notice. The Notice shall instruct Settlement Class  
11 Members who wish to object to the Settlement Agreement to file their objections  
12 with the Court by the Objection Deadline. Any such objections to the Settlement  
13 Agreement must be written and must include all of the following: (i) the name of  
14 the proceedings; (ii) the Settlement Class Member's full name and current mailing  
15 address; (iii) a statement that states with specificity the grounds for the objection,  
16 as well as any documents supporting the objection; (iv) the identity of any attorneys  
17 representing the objector; (v) a statement regarding whether the Settlement Class  
18 Member (or his/her attorney) intends to appear at the Final Approval Hearing; and  
19 (vi) the signature of the Settlement Class Member or the Settlement Class Member's  
20 attorney.

21 To be timely, written notice of an objection must be filed with the Clerk of  
22 Court by the Objection Deadline, which is no later than sixty (60) days after the  
23 Notice Deadline, and as stated in the Notice.

24 Any Settlement Class Member who fails to comply with the requirements  
25 for objecting shall waive and forfeit any and all rights he or she may have to appear  
26 separately and/or to object to the Settlement Agreement, shall be bound by all the  
27 terms of the Settlement Agreement and by all proceedings, orders, and judgments

1 in the Action, and shall be precluded from seeking any review of the Settlement  
2 Agreement and/or Final Approval Order and Judgment by appeal or other means.  
3 The provisions stated in the Settlement Agreement shall be the exclusive means  
4 for any challenge to the Settlement Agreement. Any challenge to the Settlement  
5 Agreement or the Final Approval Order and Judgment shall be pursuant to appeal  
6 under the Federal Rules of Appellate Procedure and not through a collateral attack.

7 10. **Claims Process.** Settlement Class Counsel and Defendants have  
8 created a process for Settlement Class Members to claim benefits under the  
9 Settlement. The Court preliminarily approves this process and directs the Settlement  
10 Administrator to make the Claim Form or its substantial equivalent available to  
11 Settlement Class Members in the manner specified in the Notice.

12 The Settlement Administrator will be responsible for effectuating the claims  
13 process.

14 Settlement Class Members who qualify for and wish to submit a Claim Form  
15 shall do so in accordance with the requirement and procedures specified in the  
16 Notice and the Claim Form. If the Final Approval Order and Judgment is entered,  
17 all Settlement Class Members who qualify for any benefit under the Settlement but  
18 fail to submit a claim in accordance with the requirements and procedures specified  
19 in the Notice and the Claim Form shall be forever barred from receiving any such  
20 benefit, but will in all other respects be subject to and bound by the provisions in  
21 the Final Approval Order and Judgment, including the releases contained therein.

22  
23 11. **Termination of Settlement.** This Preliminary Approval Order shall  
24 become null and void and shall be without prejudice to the rights of the Parties and  
25 of no force or effect if: (a) the Court does not enter this Preliminary Approval Order;  
26 (b) Settlement is not finally approved by the Court or is terminated in accordance  
27 with the Settlement Agreement; or (c) the Effective Date does not occur. In such

1 event, (i) the Parties shall be restored to their respective positions in the Action prior  
2 to execution of the Settlement Agreement and shall jointly request all scheduled  
3 Action deadlines be reasonably extended by the Court to avoid prejudice to any  
4 Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement  
5 shall have no further force and effect with respect to the Parties and shall not be  
6 used in the Action or in any other proceeding for any purpose, and (iii) any judgment  
7 or order entered by the Court in accordance with the terms of the Settlement  
8 Agreement shall be treated as vacated, *nunc pro tunc*.

9 12. **Use of Order.** This Preliminary Approval shall not be construed or  
10 used as an admission, concession, or declaration by or against Defendants of any  
11 fault, wrongdoing, breach, liability, or the propriety of certifying any class in the  
12 Action. Nor shall this Preliminary Approval Order be (i) construed or used as an  
13 admission, concession, or declaration by or against the Class Representatives or any  
14 other Settlement Class Member that his or her claims lack merit or that the relief  
15 requested is inappropriate, improper, unavailable, or (ii) as a waiver by any Party  
16 of any defense or claims they may have in this Action or in any other lawsuit.

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

24 14. **Stay of Litigation.** All proceedings in the Action, other than those  
25 related to approval of the Settlement Agreement, are hereby stayed. Further, any  
26 actions brought by Settlement Class Members concerning the Released Claims are  
27 hereby enjoined and stayed pending the Final Approval Hearing and the order  
28

1 issuing therefrom.

2 15. **Schedule and Deadlines.** The Court orders the following schedule of  
 3 dates for the specified actions/further proceedings:

Event	Timing
Deadline for Defendants to provide Settlement Class List to Claims Administrator pursuant to the Settlement Agreement	10 days after entry of this Order
Notice Program Commencement (“Notice Deadline”)	30 days after entry of this Order
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claim Form Deadline	15 days before the Final Approval Hearing
Deadline for Plaintiffs to file motion for final approval of settlement and responses to any timely submitted Class member objections, which shall include a declaration from the Claims Administrator confirming execution of and compliance with its obligations in the Settlement Agreement as of the date of the declaration and identifying all Settlement Class Members who submitted timely requests for exclusion	No earlier than 120 days after entry of this Order
Final Fairness Hearing	_____, 2025 at __: __.m. in Courtroom ____ [No earlier than 150 days after the Preliminary Approval Order]

IT IS SO ORDERED

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Dated

Judge