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FILED
San Diego Superior Court

MAR 07 2025

Clerk of the Superior Court
By: A. Zarzoso, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

LARRY NELSON and JOHN DAUB,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SYSTEM1, INC., a Delaware corporation;
TOTAL SECURITY LIMITED, a UK private
company; PROTECTED.NET LLC, a
Delaware limited liability company; and
DOES 1-50, inclusive,

Defendants.

CASE NO. 37-2023-00045878-CU-BT-CTL

CLASS ACTION

~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT

*[Includes Order Granting Motion for
Attorney's Fees, Litigation Expenses, and
Service Awards]*

[IMAGED FILE]

1 Pending before the Court are two motions relating to the settlement agreement
2 (“Settlement”) between plaintiffs Larry Nelson and John Daub (collectively, “Plaintiffs”) and
3 defendants System1, Inc., Total Security Limited, and Protected.net LLC (collectively,
4 “Defendants”): (1) Plaintiffs’ Motion for Final Approval of Class Action Settlement; and (2) Class
5 Counsel’s Motion for Award of Attorneys’ Fees, Litigation Expenses, and Service Awards.

6 WHEREAS, on November 8, 2024, this Court entered an order granting Plaintiffs’ motion
7 for preliminary approval of the Settlement (“Preliminary Approval Order”) (ROA# 45);

8 WHEREAS, counsel for the Parties appeared before this Court on March 7, 2025, at which
9 time Plaintiffs requested final approval of the Settlement and Class Counsel requested an award of
10 attorneys’ fees, reimbursement of litigation expenses, and service awards;

11 WHEREAS, due and adequate notice of the Settlement having been given, and the Court
12 having considered all papers filed and proceedings had herein, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

14 1. All terms and phrases in this Final Approval Order and Judgment (“Order”) shall
15 have the same meanings ascribed to them in the Settlement Agreement (ROA# 40 Ex. 1), unless
16 otherwise noted.

17 2. The Court finds and determines that the notice procedure implemented in this
18 Action provides for the best notice practicable under the circumstances, and that such notice
19 procedure satisfies the requirements of California Rules of Court, rule 3.769, and due process.

20 3. The Court finds and determines that no Class Member has objected to any aspect of
21 the Settlement.

22 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
23 and adequate. The Court further finds and determines that settlement of the Action at this time will
24 avoid substantial additional costs by all Parties, as well as the delay and risks that would be
25 presented by the further prosecution of the Action. The Court hereby grants final approval of the
26 Settlement and directs the Parties to effectuate and consummate the Settlement’s terms as set forth
27 in the Agreement and this Order.

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1 5. The Class is defined as follows:

2 All California residents who, between October 20, 2019 and June 30, 2024, were
3 enrolled in and charged for an automatic renewal or continuous service subscription
4 for Protected Software offered by any of the Defendants, limited to individuals who
5 did not receive a full refund of any amounts paid towards such automatic renewal
6 or continuous service subscription. Excluded from the Class are all employees of
7 Defendants, all employees of Plaintiffs' counsel, and the judicial officers to whom
8 this case is assigned." The term "Protected Software" means one or more of the
9 following software as a service products made available to consumers via the
10 internet for download or via application marketplaces: PC Protect, ScanGuard,
11 Total Adblock, TotalAV, Total Password, Total VPN, and Total WebShield.

12 6. The Court finds that the following three individuals requested to be excluded from
13 the Settlement Class: Dale Komai, Carol Hartwell, and Timothy Lawver. Those individuals are
14 excluded from the Settlement Class and shall not be bound by the Settlement Agreement or
15 Release.

16 7. The Court grants Class Counsel's motion for an award of attorneys' fees in the
17 amount of \$833,250, plus reimbursement of litigation expenses in the amount of \$38,413.70. The
18 Court finds that the attorneys' fees are justified as 33.33% percent of the class recovery under the
19 common fund doctrine and under the lodestar/multiplier approach; that the fee award is warranted
20 in light of the time Class Counsel invested in the case, the risk Class Counsel undertook in
21 prosecuting the Action on a contingency basis, the results achieved, the novelty of the legal issues,
22 and the skill with which Class Counsel presented Plaintiffs' claims; and the litigation expenses
23 were reasonably incurred in the prosecution of the litigation. These amounts shall be paid from the
24 Settlement Amount in accordance with the Settlement Agreement.

25 8. The Court grants the request for service awards in the amount of \$5,000 each to
26 Larry Nelson and John Daub, and \$1,000 each to Andrea Moore, Danielle Breen, Kenneth Ruh,
27 and Patricia Pinkstaff. The Court finds that these payments are justified in light of assistance
28 provided to Class Counsel, the risk undertaken by Larry Nelson and John Daub in serving as the
29 named plaintiffs, and the recovery obtained on behalf of the Class. These amounts shall be paid
30 from the Settlement Amount in accordance with the Settlement Agreement.

1 9. The Court finds that the fees and expenses of the Settlement Administrator, CPT
2 Group, Inc., in the amount of \$90,000, are fair and reasonable. Such payment shall be made from
3 the Settlement Amount in accordance with the Settlement Agreement.

4 10. The Settlement Administrator shall proceed with payment of the attorneys' fees,
5 litigation expenses, service awards, and distribution to the Participating Class Members, in
6 accordance with the Settlement Agreement and this Order.

7 11. The Court approves as the *cy pres* recipients Consumer Federation of California
8 and San Francisco Consumer Action, each to receive 50% any residual settlement funds due to
9 uncashed settlement payments. The Settlement Administrator is ordered to pay any *cy pres*
10 amounts pursuant to the terms of the Settlement Agreement.

11 12. Other than as stated above in Paragraph 6, Plaintiffs and all Class Members are
12 bound by the terms of the Settlement Agreement, including its Release, and this Final Approval
13 Order and Judgment. Pursuant to Section IX of the Settlement Agreement, immediately upon entry
14 of this Judgment, all of the claims to be released by Plaintiffs and Class Members shall be
15 released.

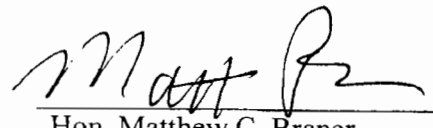
16 13. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
17 the Parties are ordered to cause a copy of this Final Approval Order and Judgment to be posted by
18 the Settlement Administrator on the Settlement Website.

19 14. Without affecting the finality of this Final Approval Order and Judgment, pursuant
20 to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h),
21 this Court retains continuing jurisdiction over the subject matter of the Action, the Class
22 Representatives, the Settlement Class Members, and Defendants to administer the matters set forth
23 in the Settlement Agreement and implement and enforce the Settlement Agreement and this Order
24 and Judgment.

25 15. This Final Approval Order and Judgment shall constitute a final judgment that is
26 binding on the Parties and the Settlement Class Members. The Clerk is directed to promptly enter
27 this Order and Judgment on the register of actions.

28 IT IS SO ORDERED.

1 DATED: 317 _____, 2025



Hon. Matthew C. Braner
Judge of the Superior Court

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