Electronically Submitted on 02/20/2026 3:42 PM

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Filed - 09/10/2026
Electronically filed by Superior Court of California
County of Placer on 09/10/2026
Jake Chatters, Clerk of the Court
By J. Bunday Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER
UNLIMITED JURISDICTION

JESSICA RATZAK, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

THINKWARE SYSTEMS USA, INC.; and DOES 1-10, inclusive,

Defendant.

Case No.: S-CV-0049793

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 11 **~~June 9,~~ 2026**
Time: **8:30 a.m.**
Dept.: **~~42~~** 32

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, on Aug. 11, 2026 at 8:30a.m~~p.m~~. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. Capitalized terms shall have the definitions set forth in the Settlement Agreement and Release of Claims and Rights (the "Settlement") entered into between the Parties and attached to the Declaration of Adrian R. Bacon filed _____.

2. The following Class is conditionally certified for purposes of settlement only: "All persons within the United States who purchased the following Thinkware Products between January 25, 2019 and August 31, 2024: X700 dash cam, F200PRO dash cam, DC-M2-FG-IR dash cam, DC-M2-FG dash cam, F70PRO dash cam." The Class Period is defined as "January 25, 2019 through August 31, 2024."

3. The Settlement Class shall consist of all Class Members who file valid claim forms, and who do not timely exclude themselves ("opt out") from the Settlement Class by mailing a timely Request for Exclusion (or "Opt Out") in accordance with the requirements set forth in the Class Notice and Settlement.

4. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Settlement filed herewith, and finds that the Class and the Settlement Class meet the requirements for conditional certification for settlement purposes only under California Code of Civil Procedure section 382.

5. The Settlement appears to be fair, adequate and reasonable to the Class and the Settlement Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised in connection with the Final Approval Hearing.

6. Plaintiff Jessica Ratzak, is conditionally approved as the class representative for the Settlement Class.

7. The Incentive Award of $10,000.00 payable to Plaintiff for her services as the class representative appears fair and reasonable at this time, subject to a more thorough review at Final Approval.

8. Plaintiffs' Counsel Adrian R. Bacon, and Todd M. Friedman of the Law Offices of Todd M. Friedman are conditionally approved as Class Counsel for the Settlement Class.

9. The Fee and Expense Award of up to $283,333.33 in attorneys' fees and up to $20,000.00 in actual litigation costs payable to Plaintiff's Counsel appears fair and reasonable at this time, subject to a more thorough review of Class Counsel's lodestar and costs, as well as the reaction of Class Members at Final Approval.

10. A Final Approval Hearing on the question of whether the Settlement, attorneys' fees and costs to Class Counsel, and Incentive Awards to Plaintiff should be given Final Approval as fair, reasonable and adequate as to Settlement Class Members is scheduled in Department __ on the date and time set forth in Paragraph 20g below.

11. The Court hereby appoints EisnerAmper as the Settlement Administrator.

12. The estimated Administration Costs of up to $100,000.00 for its services as the Settlement Administrator appears fair and reasonable at this time, subject to a more thorough review at Final Approval.

14. The Court approves, as to form and content, the Class Notice in substantially the form attached to the Declaration of Adrian Bacon submitted in conjunction with the Motion, with modifications as set forth in the Court's tentative ruling. The Court approves the procedures for Class Members to participate in, to submit claims forms, to request exclusion from, and to object to the Settlement as set forth in the Class Notice.

15. The Court directs the mailing of the Class Notice by email and first class mail to all Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons

entitled thereto.

16. Any Class Member may choose to opt-out of and be excluded from the Class, as provided in the Notice, by following the instructions for requesting exclusion from the Class that are set forth in the Notice. All requests for exclusion must be submitted as provided in the Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Any written request to opt-out must be signed by each such person opting out. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Settlement, and Judgment.

17. Any Class Member may appear at the Final Approval Hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers, that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Additionally, Class Members may submit a written objection as set forth in the Notice.

18. The Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendant, or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil,

criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement.

19. In the event the Settlement does not become effective in accordance with the terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Stipulation.

20. The Court orders the following **Implementation Schedule** for further proceedings:

a. Deadline for Defendant to submit Class Member Data to Settlement Administrator (within 20 days after the Court Granting Preliminary Approval): DATE

b. Deadline for Settlement Administrator to Mail the Class Notice to Class Members (within 10 days of receipt of the Class Information from Defendant): DATE

c. Claim Submission Deadline (90 days from the date the Class Notice is first mailed): DATE

d. Objection/Exclusion Deadline (75 days from the date the Class Notice if first mailed): DATE

e. Objection/Exclusion/Dispute Deadline in event of remailing (45 additional days): DATE

e. Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement: DATE

f. Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Incentive Award: DATE

g. Deadline for Settlement Administrator to Submit Declaration Detailing Claims/Opt Outs/Objections (within 15 days following the Opt-Out Period): DATE

h. Deadline to Submit Any Responses to Objections and/or Reply Brief: DATE

g. Final Approval Hearing Date: DATE

January 12, 2027 at 8:30 a.m. in Dept. 32.

IT IS SO ORDERED.

Dated: 09/10/2026, ~~2025~~

BY /s/ Hon. Trisha Hirashima
Honorable ~~Garen Horst~~
Judge of the Superior Court of the State of California County of Placer