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13 and the Settlement Class

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SACRAMENTO**

16 BILLY THOMAS, ANDRE BROWN,
17 DARRELL DENSON, and JOSEPH
18 WILLIAMS, individually, and on behalf of
19 all others similarly situated,

20 Plaintiffs,

21 v.

22 CALIFORNIA DEPARTMENT OF
23 CORRECTIONS AND
24 REHABILITATION and DOES 1 through
25 100, inclusive,

26 Defendants.

FILED
Superior Court of California
County of Sacramento
07/23/2025
T. Shaddix, Deputy

Case No. 34-2022-00328693-CU-PO-GDS

CLASS ACTION

ORDER AND JUDGMENT:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING A SERVICE AWARD TO THE REPRESENTATIVE PLAINTIFFS; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Date: June 13, 2025
Time: 9:00 a.m.
Dept.: 23
Judge: Hon. Jill H. Talley

27 This matter came before the Court at 9:00 a.m. on June 13, 2025, with Scott Edward Cole
28 of Cole & Van Note appearing as counsel for Representative Plaintiffs Billy Thomas, Andre
Brown, Darrell Denson and Joseph Willaims ("Plaintiffs" or the "Class Representatives"),
individually, and on behalf of the Settlement Class, and the Office of the Attorney General

1 appearing as counsel for Defendant California Department of Corrections and Rehabilitation
2 (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all
3 matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for
4 Final Approval of Class Action Settlement.

5 **FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the
7 Motion, the Court makes the following findings:

8 1. All terms used herein shall have the same meaning as defined in the proposed Settlement
9 Agreement (“Agreement”).

10 2. This Court has jurisdiction over the subject matter of the above-captioned litigation and
11 over all parties to this litigation, including the Settlement Class.

12 **Preliminary Approval of the Settlement**

13 3. On September 11, 2024, this Court granted preliminary approval of a class-wide settlement.
14 At this same time, the Court approved certification of a provisional Settlement Class for settlement
15 purposes in this Action only.

16 **Notice to the Plaintiff Class**

17 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first
18 class mail to the Settlement Class Members at their last known addresses on or about December
19 16, 2024. Mailing the Class Notice to their last known addresses was the best notice practicable
20 under the circumstances and reasonably calculated to communicate actual notice of the litigation
21 and the proposed settlement to the Settlement Class. Additional steps were taken to notify
22 Settlement Class Members and provide information regarding the Agreement, including the use of
23 Prison Notices, a supplemental media campaign, maintaining a Settlement Website, and providing
24 informational phone numbers.

25 5. According to the Settlement Administrator, 283,405 Class Members will be allocated a
26 Settlement Share payment based on their inclusion in the Class Data with a valid mailing address
27 for the Postcard Notice. Additionally, there are 43,783 Claimants in the Final Settlement Class
28 who will receive a benefit from the Settlement because they submitted a valid Claim Form. The

1 Settlement Administrator determined a total of 327, 188 Final Settlement Class Members will be
2 allocated a Settlement Share. The deadline for opting out has passed. Sixty-seven Settlement Class
3 Members have done so. There was an adequate interval between mailing of the Notice and the
4 deadline to permit Settlement Class Members to choose what to do and act on their decision.

5 **Fairness of the Settlement**

6 6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48
7 Cal.App.4th 1794, 1801 (1996).

8 7. There has been no collusion between the parties in reaching the proposed settlement.

9 8. Plaintiffs' investigation and discovery have been sufficient to allow the Court and counsel
10 to act intelligently.

11 9. Counsel for both parties have experience in similar data breach class action litigation or
12 large class action suits. All counsel recommended approval of the Agreement.

13 10. The consideration to be given to the Settlement Class Members under the terms of the
14 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
15 asserted in this Action and is fair, reasonable, and adequate compensation for the release of
16 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays
17 which would ensue from continued prosecution of the action.

18 11. The proposed Agreement is approved as fair, adequate, reasonable and in the best interests
19 of Settlement Class Members.

20 **Attorneys' Fees and Costs**

21 12. The Agreement provides for (and Class Counsel sought) an award of \$630,000.00 to Class
22 Counsel as attorneys' fees, plus \$10,682.69 for reasonable expenses in this Action.

23 13. The award of attorneys' fees and reimbursement of litigation expenses are reasonable, in
24 light of the contingent nature of Class Counsel's fees, the substantial amount of work actually
25 performed such that Class Counsel will not receive a windfall incommensurate with the time and
26 effort dedicated to the case, the risks assumed, the results achieved by Class Counsel, and due to
27 the significant amount of work Class Counsel anticipates post-final approval of the settlement.
28

Service Award

14. The Agreement provides for a Service Award of up to \$2,500 for each Class Representative, not to exceed the aggregate total of \$10,000, subject to the Court's approval. The Court finds this Service Award reasonable considering the risks and burdens undertaken by the Class Representatives in this Action and for their time and effort in bringing and prosecuting this matter on behalf of the Settlement Class.

Reimbursement of Settlement Administration Costs

15. The Agreement provides for Administrator Expenses Payment to CPT Group for its Settlement administration of up to a maximum of \$599,999.99, subject to the Court's approval. The Court finds this amount reasonable considering the work required to send the Notice, process settlement payments, establish and update a Settlement Website, conduct a professional media campaign and communicate extensively with Class Members and Class Counsel.

IT IS HEREBY ORDERED THAT:

1. The Settlement Class is certified for the purpose of settlement of this Action only. The Settlement Class is hereby defined as: "All individuals within the State of California whose [Protected Health Information (PHI) and/or Personally Identifiable Information (PII)] was stored by Defendant and/or was exposed to unauthorized third parties as a result of the data breach discovered in or around January 2022." Excluded from the Settlement Class are Defendant's agents and representatives, the judge presiding over the Action, and members of their immediate respective families. The Final Settlement Class also excludes individuals who submitted a Request for Exclusion.

2. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class.

3. The Court has reviewed and considered all valid objections to the Settlement. The Court overrules the objections.

1 4. Class Counsel are awarded attorneys' fees in the amount of \$599,999.99, and \$10,682.69
2 for reasonable expenses. Class Counsel shall not seek or obtain any other compensation or
3 reimbursement from Defendant, Plaintiffs, or members of the Settlement Class.

4 5. Payment of a Service Award in the amount of \$2,500 to each Class Representative shall be
5 awarded, but the aggregate total shall not exceed \$10,000.

6 6. CPT Group shall be paid the Administrator Expenses Payment for its actual reasonable
7 fees and expenses, not to exceed \$599,999.99.

8 7. A Final Judgment in this Action is hereby entered and this shall constitute a Judgment for
9 purposes of California Rules of Court, Rule 3.769(h).

10 8. This Final Judgment shall bind each Final Settlement Class Member and shall operate as a
11 full release and discharge of the Released Claims against the Released Parties. All rights to appeal
12 the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have
13 *res judicata* effect and bar all Final Settlement Class Members from bringing any action asserting
14 Settlement Class Members' Released Claims under the Agreement.

15 9. The Agreement and Settlement are not an admission by Defendant, nor is this Final
16 Approval Order a finding, of the validity of any claims in this Action or of any wrongdoing by
17 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any
18 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
19 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
20 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
21 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
22 an admission or concession with regard to the denials or defenses by Defendant and shall not be
23 offered in evidence in any action or proceeding against Defendant in any court, administrative
24 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
25 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.
26 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other
27 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers
28 and records on file in the case as evidence of the Settlement to support a defense of *res judicata*,

1 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
2 Released Claims. Nothing set forth in this Order shall be construed to modify the absolute
3 obligation of the Class Representatives to dismiss with prejudice all their claims against Released
4 Parties set forth in this Action.

5 10. Notice of entry of this Final Approval Order and Final Judgment shall be given to Class
6 Counsel on behalf of the Plaintiffs and all Settlement Class Members. It shall not be necessary to
7 send notice of entry of this Final Approval Order and Final Judgment to individual Settlement
8 Class Members, which shall be posted on the settlement website. The time for any appeal shall run
9 from service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel
10 on Defendant.

11 11. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to construe,
12 interpret, implement and enforce the Agreement and this Judgment, to hear and resolve any
13 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
14 arising from or in connection with the distribution of settlement benefits.

15 12. In the event the Settlement does not become final and effective in accordance with the
16 terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become
17 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered
18 in connection herewith shall be rendered null and void and shall be vacated.

19 13. A Status Conference regarding settlement compliance is scheduled for 06/12/2026 at 10:30
20 AM in Department 23 at Gordon D. Schaber Superior Court. At least ten (10) court days before
21 this Status Conference, Class Counsel shall submit a Case Management Conference Statement,
22 accompanied by a Declaration from the Settlement Administrator (including a summary
23 accounting identifying the distributions made, the number and value of any uncashed checks, the
24 status of any unresolved issues, and any other matters appropriate to evaluate the effectiveness and
25 completeness of the distribution).

26 14. This Order shall be deemed effective as of the final fairness hearing date (i.e., June 13,
27 2025).
28

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1 IT IS SO ORDERED.

2
3 Dated: 07/23/2025



By:

Jill Talley

Hon. Jill H. Talley
JUDGE OF THE SUPERIOR COURT