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7 Attorneys for Representative Plaintiffs
and the Settlement Class

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11 BILLY THOMAS, ANDRE BROWN,
DARRELL DENSON, and JOSEPH
12 WILLIAMS, individually, and on behalf
of all others similarly situated,

13 Plaintiffs,

14 v.

15 CALIFORNIA DEPARTMENT OF
16 CORRECTIONS AND
REHABILITATION and DOES 1 through
17 100, inclusive,

18 Defendants.

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

CLASS ACTION

~~PROPOSED~~ 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 PLAINTIFF; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Date: March 7, 2025

Time: 9:00 a.m

Dept.: 23

Judge: Hon. Jill H. Talley

22
23 This matter came before the Court at 9:00 a.m. on March 7, 2025, with Scott Edward Cole
24 of Cole & Van Note appearing as counsel for Representative Plaintiffs Billy Thomas, Andre
25 Brown, Darrell Denson and Joseph Willaims ("Plaintiffs" or the "Class Representatives"),
26 individually, and on behalf of the Settlement Class, and the Office of the Attorney General
27 appearing as counsel for Defendant California Department of Corrections and Rehabilitation
28 ("Defendant"). The Court, having carefully considered the briefs, argument of counsel and all

1 matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiff's Motion for
2 Final Approval of Class Action Settlement.

3 **FINDINGS**

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

6 1. All terms used herein shall have the same meaning as defined in the proposed Settlement
7 Agreement ("Agreement").

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

10 **Preliminary Approval of the Settlement**

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

14 **Notice to the Plaintiff Class**

15 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first
16 class mail to the Settlement Class Members at their last known addresses on or about December
17 16, 2024. Mailing the Class Notice to their last known addresses was the best notice practicable
18 under the circumstances and reasonably calculated to communicate actual notice of the litigation
19 and the proposed settlement to the Settlement Class.

20 5. According to the Claims Administrator, there are at least 59,000 members of the Settlement
21 Class who will receive a benefit from a Settlement Claim. The deadline for opting out has passed.
22 Six settlement class members have done so. There was an adequate interval between mailing of
23 the Notice and the deadline to permit Settlement Class Members to choose what to do and act on
24 their decision.

25 **Fairness of the Settlement**

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

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

1 8. Plaintiffs' Counsel's investigation and discovery have been sufficient to allow the Court
2 and counsel to act intelligently.

3 9. Counsel for both parties have experience in similar data breach class action litigation. All
4 counsel recommended approval of the Agreement.

5 10. The consideration to be given to the Settlement Class Members under the terms of the
6 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
7 asserted in this action and is fair, reasonable, and adequate compensation for the release of
8 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays
9 which would ensue from continued prosecution of the action.

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

12 **Attorneys' Fees and Costs**

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13 12. The Agreement provides for (and Class Counsel seeks) an award of ~~\$630,000~~ to Class
14 Counsel as attorneys' fees, plus \$10,682.69 for reasonable expenses in this action.

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

20 **Service Award**

21 13. The Agreement provides for a Service Award of up to \$2,500 for each Representative
22 Plaintiff (\$10,000 total), subject to the Court's approval. The Court finds these Service Awards
23 reasonable considering the risks and burdens undertaken by the Representative Plaintiffs in this
24 action and for their time and effort in bringing and prosecuting this matter on behalf of the
25 Settlement Class.

26 **Reimbursement of Settlement Administration Costs**

27 14. The Agreement provides for reimbursement of CPT Group's Settlement administration of
28 up to a maximum of \$690,000, subject to the Court's approval. The Court finds this

Reimbursement 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 purposes of settlement 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.

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.

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4. Class Counsel are awarded attorneys’ fees in the amount of ~~\$630,000~~, and \$10,682.69 for reasonable expenses. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

5. Payment of a Service Award in the amount of \$2,500 to each Representative Plaintiff shall be awarded.

6. CPT Group shall be reimbursed for its actual Settlement Administration Costs, not to exceed \$690,000.

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

8. This Final Judgment shall bind each Settlement Class Member and shall operate as a full release and discharge of the Released Claims against the Released Parties. All rights to appeal the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have *res*

1 *judicata* effect and bar all Settlement Class Members from bringing any action asserting Settlement
2 Class Members' Released Claims under the Agreement.

3 9. The Agreement and Settlement are not an admission by Defendant, nor is this Final
4 Approval Order a finding, of the validity of any claims in this action or of any wrongdoing by
5 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any
6 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
7 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
8 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
9 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
10 an admission or concession with regard to the denials or defenses by Defendant and shall not be
11 offered in evidence in any action or proceeding against Defendant in any court, administrative
12 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
13 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.
14 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other
15 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers
16 and records on file in the case as evidence of the Settlement to support a defense of *res judicata*,
17 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
18 Released Claims. Nothing set forth in this Order shall be construed to modify the absolute
19 obligation of the Representative Plaintiffs to dismiss with prejudice, upon payment of the
20 settlement amount set forth in the Agreement, all their claims set forth in this Action.

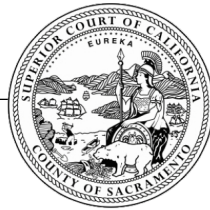
21 10. It shall not be necessary to send notice of entry of this Final Approval Order and Final
22 Judgment to individual Settlement Class Members, but it shall be posted on the settlement website.
23 The time for any appeal shall run from entry of the Final Approval Order and Final Judgment by
24 Class Counsel.

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

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

5
6 **IT IS SO ORDERED.**

7
8 Dated: ~~06/24/2025~~



By: _____

Jill Talley
Hon. Jill H. Talley
JUDGE OF THE SUPERIOR COURT