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FILED
San Diego Superior Court

JAN 24 2025

Clerk of the Superior Court
By: B. Orihuela, Deputy

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7 Attorneys for Representative Plaintiff
and the Settlement Class

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

10 **IN AND FOR THE COUNTY OF SAN DIEGO**

12 FLORENCIO RAMOS, individually, and
on behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 SAN DIEGO AMERICAN INDIAN
HEALTH CENTER and DOES 1 through
16 100, inclusive,

17 Defendants.

Case No. 37-2022-00034482-CU-NP-CTL

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: January 24, 2025

Time: 9:30 a.m.

Dept.: 66

Judge: Hon. Wendy M. Behan

Complaint Filed: August 26, 2022

Trial Date: None Set

26 This matter came before the Superior Court of the State of California, in and for the County
27 of San Diego, Department 66, at 9:30 a.m. on January 24, 2025, with Cole & Van Note appearing
28 as counsel for Representative Plaintiff Florencio Ramos ("Plaintiff" or the "Class

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Representative”), individually, and on behalf of the Settlement Class, and Greenberg Traurig, LLP appearing for Defendant San Diego American Indian Health Center (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Final Approval of Class Action Settlement.

FINDINGS

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

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

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

Preliminary Approval of the Settlement

3. On September 20, 2024, this Court granted preliminary approval of a class-wide settlement. At this same time, the Court approved certification of a provisional Settlement Class for settlement purposes only.

Notice to the Plaintiff Class

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Settlement Class Members at their last known addresses on or about October 25, 2024. Mailing the Class Notice to their last known addresses was the best notice practicable under the circumstances and reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Settlement Class.

5. According to the Claims Administrator, there are 642 members of the Settlement Class who will receive a benefit from a Settlement Claim. The deadline for opting out or objecting has passed and there are no Settlement Class Members who have done so. There was an adequate interval between mailing of the Notice and the deadline to permit Settlement Class Members to choose what to do and act on their decision.

1 **Fairness of the Settlement**

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

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

5 8. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel
6 to act intelligently.

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

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

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

16 **Attorneys' Fees and Costs**

17 12. The Agreement provides for (and Class Counsel seeks) an award of \$115,500 to Class
18 Counsel as attorneys' fees, plus \$2,404.53 for reasonable expenses in this action.

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

24 **Service Award**

25 14. The Agreement provides for a Service Award of up to \$5,000 for the Representative
26 Plaintiff Florencio Ramos, subject to the Court's approval. The Court finds this Service Award
27 reasonable considering the risks and burdens undertaken by Representative Plaintiff in this action
28

1 and for her time and effort in bringing and prosecuting this matter on behalf of the Settlement
2 Class.

3 **Reimbursement of Settlement Administration Costs**

4 15. The Agreement provides for reimbursement of CPT Group's Settlement administration of
5 \$44,500, subject to the Court's approval. The Court finds this Reimbursement reasonable
6 considering the work required to send the Notice, process settlement payments, establish and
7 update a settlement website and communicate extensively with Class Members and Class Counsel.
8

9 **IT IS HEREBY ORDERED THAT:**

10 1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class
11 is hereby defined as: "All individuals whose Personal Information was actually or potentially
12 accessed during the Security Incident." Excluded from the Settlement Class are officers of
13 Defendant, the judges presiding over the Action and members of their immediate family, and Class
14 Members who submit a Request for Exclusion.

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

17 3. Class Counsel are awarded attorneys' fees in the amount of \$115,500, and \$2,404.53 for
18 reasonable expenses. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

20 4. Payment of a Service Award in the amount of \$5,000 shall be awarded to Plaintiff Florencio
21 Ramos.

22 5. CPT Group shall be reimbursed up to \$44,500 for Settlement Administration Costs.

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

25 7. This Final Judgment shall bind each Settlement Class Member and shall operate as a full
26 release and discharge of the Released Claims against the Released Parties. All rights to appeal the
27 Final Judgment have been waived. This Final Judgment and Final Approval Order shall have *res*
28

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

3 8. 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 Plaintiff to dismiss with prejudice, upon payment of the settlement
20 amount set forth in the Agreement, all her claims set forth in this Action.

21 9. Notice of entry of this Final Approval Order and Final Judgment shall be given to Class
22 Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be necessary to send
23 notice of entry of this Final Approval Order and Final Judgment to individual Settlement Class
24 Members, which shall be posted on the settlement website. The time for any appeal shall run from
25 service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel on
26 Defendant.

27 10. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to construe,
28 interpret, implement and enforce the Agreement and this Judgment, to hear and resolve any

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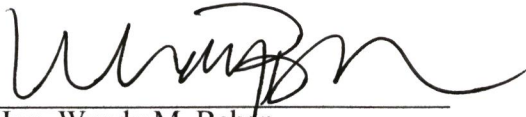
1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

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

7 12. A Compliance Hearing is hereby set for 4/25/25 ^{9:15}~~a.m.~~~~4:00~~ in Department 66 of this
8 Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit a
9 Case Management Conference Statement, accompanied by a Declaration from the Claims
10 Administrator (including a summary accounting identifying the distributions made, the number
11 and value of any uncashed checks, the status of any unresolved issues, and any other matters
12 appropriate to evaluate the effectiveness and completeness of the distribution).

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14 **IT IS SO ORDERED.**

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16 Dated: 1/24/25

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By: 
Hon. Wendy M. Behan
Judge of the Superior Court