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8 *Attorneys for Representative Plaintiffs*

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

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

11 HADA GONZALEZ, DAVID
12 MARTINEZ, IRA BRADFORD, TIM DE
13 LAVEGA and BRANDON KO,
individually, and on behalf of all others
similarly situated,

14 Plaintiffs,

15 v.

16 CITY OF OAKLAND and DOES 1
through 100, inclusive,

17 Defendants.

Case No. 23CV031786

CLASS ACTION

NOTICE OF ENTRY OF ORDER

18
19 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: PLEASE TAKE**
20 **NOTICE OF THE FOLLOWING:**

21 On June 3, 2025, the Clerk of the Court entered an Order granting Plaintiffs' Motion for
22 Final Approval of Class Action Settlement. A copy of this Order is attached hereto as
23 Exhibit "A."

24
25 Dated: June 4, 2025

COLE & VAN NOTE

26 By:

27 
Scott Edward Cole, Esq.

28 *Attorneys for Representative Plaintiffs*

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

**23CV031786: GONZALEZ vs CITY OF OAKLAND
06/03/2025 Hearing on Motion for Final Approval of Settlement filed by Hada Gonzalez
(Plaintiff) + in Department 21**

Tentative Ruling - 05/29/2025 Somnath Raj Chatterjee

The Motion re: PLAINTIFFS' NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT filed by Hada Gonzalez, David Martinez, Ira Bradford, Tim De LaVega, Brandon Ko on 05/08/2025 is Granted.

The motion of plaintiffs for final approval of class action settlement is GRANTED.

There was an alleged data breach at City of Oakland in February 2023. Three cases were filed. (1) Gonzalez v. City of Oakland, 23CV031786; (2) Harrison v. City of Oakland, 23CV046323; and (3) Brown v. City of Oakland, 23CV056502. The settlement resolved Gonzalez and Harrison. The settlement does not identify Brown, but the court takes judicial notice that on 10/21/24 counsel in Brown filed a notice of settlement.

The complaint alleges various claims related to the data breach.

The settlement is on behalf of a class of persons who were notified by Oakland of the Data Security Incident and a subclass of police officers.

The class is approximately 15,041 persons. Under the settlement, they may submit a Settlement Claim for: (i) 36 months of free three-bureau credit monitoring services, (ii) an award for Ordinary Losses up to \$350 (including up to three hours of lost time at \$25/hour) and (iii) an award for documented Extraordinary Losses for actual fraud or identity theft up to \$10,000.

The Settlement Administrator received 869 valid claims for these benefits. The total value of these additional claimed benefits is \$68,744.99. Marra Decl. ¶ 19. The total claims rate was 5.7%, which is higher than a typical Data Breach case.

The subclass is 1,951 police officers. They arguably have stronger claims to privacy and potentially greater damages. Under the Settlement, all Police Officer Settlement Class Members, will be awarded a cash payment of \$175 and no claims process is required. Police Officers retain the right to bring claims for reimbursement of relocation expenses in the event they receive a credible threat. (Penal Code 832.9(a).) This is a financial benefit of \$ 341,425, plus any moving expenses, plus the City employee benefits.

The settlement treats the police officers differently because: (1) the police officers were more likely owed a mandatory duty under Govt Code 815.6 to protect their privacy given the various statutes protecting police officer privacy (Evid Code 1043-1045; Rosales v. City of Los Angeles (2000) 82 Cal.App.4th 419, 426); (2) the police officers have potential claims for relocation expenses under Penal Code 832.9(a) if "the officer has received a credible threat that a life

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threatening action may be taken against the officer"; and (3) the police officers have higher potential claims for anxiety/emotional distress from improper disclosure of previously confidential home addresses and similar information. (Cole Dec, paras 30.) The court finds that this is a reasonable basis to distinguish between the police officers and the rest of the class.

If any checks are uncashed, there will be a reversion of the Settlement Fund to City of Oakland. (Agt para 7.8)

The administrator's cost of claims administration is \$30,000.

Counsel may seek combined fees and expenses of up to \$528,000.

Representative Plaintiffs seek service awards of up to \$2,000 each

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate. Two Settlement Class Members opted out and none objected.

The proposed class is appropriate for class certification.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].)

APPROVAL OF FEES, COSTS, AND SERVICE AWARD

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 ["If the multiplier calculated by means of a lodestar cross-check is

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extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted”].)

The Ninth Circuit’s benchmark is 25%. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495.)

When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. Courts have benchmarks ranging from 25% to 33%. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn 11; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (*Hurtubise v. Sutter East Bay Hosp.* (2021) 2021 WL 11134912.)

The monetary value of the settlement for the class is \$410,169.99 and the City agreed to pay attorneys fees in an amount not to exceed \$528,000. This suggests a total monetary value of approximately \$938,000.

The benchmark of 30% of \$938,000 suggests fees of \$281,000.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

Counsel assert they spent approximately 500 hours on the case, plus 125 paralegal hours. This is reasonable.

The court finds that a blended rate of \$600 is appropriate for the case. (*Meridian Financial Services, Inc. v. Phan* (2021) 67 Cal.App.5th 657, 708-709 [blended rate of \$550]; *Espejo v. Copley Press, Inc.* (2017) 13 Cal.App.5th 329, 337 [blended rate of \$500/hour]; *569 East County Boulevard LLC v. Backcountry Against the Dump, Inc.* (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of \$275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (*Meridian Financial Services, Inc. v. Phan* (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on “Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia.” The court takes judicial notice of the Laffey matrix. (<http://www.laffeymatrix.com/>) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.

The court recently reviewed and reaffirmed its use of a blended rate of \$550. (*Harris v. Southern New Hampshire University* (2023) 2023 WL 3605289.)

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The court will use a blended rate of \$600 per hour.

500 attorney hours results in a lodestar of \$300,000. 500 attorney hours and 125 paralegal hours combined results in a lodestar of \$375,000.

The court applies a 1.4 multiplier for risk. There is no fee shifting statute that decreases the risk to counsel. This results in a multiplier adjusted lodestar of \$525,000.

Considering the percentage analysis fees of \$281,000 and the multiplier adjusted lodestar fees of \$525,000, the court will award total fees and costs of \$528,000. This is the amount requested. This is above the court's benchmark. The lodestar amount is extraordinarily high when compared with the percentage amount. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

The court approves costs of \$N/A [included with fees].

The court approves actual settlement administration costs of \$28,000.

The court approves a service award of \$2,000 for each Plaintiff. Plaintiffs submitted declarations with evidence regarding the nature of participation in the action, including a description of specific actions and the amount of time committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

FURTHER PROCEEDINGS

The Court ORDERS that funds from the uncashed checks not be distributed to the City until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release funds to the cy pres beneficiary and any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

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Plaintiff may submit a proposed order if necessary. The court will sign any proposed order, which is modified by this order.

PLEASE NOTE: This tentative ruling will become the ruling of the court if uncontested by 04:00pm the day before your hearing. If you wish to contest the tentative ruling, then both notify opposing counsel directly and the court at the eCourt portal found on the court's website: www.alameda.courts.ca.gov.

If you have contested the tentative ruling or your tentative ruling reads, "parties to appear," please use the following link to access your hearing at the appropriate date and time: <https://alameda-courts-ca-gov.zoomgov.com/my/department21> . If no party has contested the tentative ruling, then no appearance is necessary.