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12 Attorneys for Representative Plaintiffs
13 and the Settlement Class

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

16 HADA GONZALEZ, et al.,
17 Plaintiffs,
18
19 v.
20 CITY OF OAKLAND, and DOES 1
21 through 100, inclusive,
22 Defendants.

Case No. 23CV031786

CLASS ACTION

**[PROPOSED] ORDER RE: CLASS
ACTION SETTLEMENT FINAL
APPROVAL AND JUDGMENT**

Date: June 3, 2025
Time: 1:30 p.m.
Dept.: 21
Judge: Hon. Somnath Raj Chatterjee

Reservation No.: A-31786-008
Complaint Filed: April 25, 2023
Trial Date: None Set

RECITALS

23 This matter came before the Court for hearing on June 3, 2025, the Honorable Somnath
24 Raj Chatterjee, presiding. Cole & Van Note appeared as counsel for Representative Plaintiffs,
25 individually, and on behalf of the Settlement Class. Baker & Hostetler, LLP appeared for
26 Defendant City of Oakland.
27
28

FILED
Superior Court of California
County of Alameda
07/09/2025
Clad Flike, Executive Officer/Clerk of the Court
By: A. Ampomah Deputy
A. Ampomah

1 Plaintiffs move for Final Approval of a Class Action Settlement. Plaintiffs seek an Order
2 (1) granting final approval of the Class Action Settlement Agreement, (2) awarding attorneys' fees
3 and costs to Settlement Class Counsel, (3) awarding Service Awards to the Representative
4 Plaintiffs and (4) awarding reimbursement of Settlement Administration Costs.

5 The Court, having carefully considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby **GRANTS** Plaintiffs' Motion.

7 **FINDINGS**

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

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

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

14 **Preliminary Approval of the Settlement**

15 3. On January 22, 2025, this Court granted preliminary approval of a class-wide
16 Settlement. At this same time, the Court approved certification of a provisional Settlement Class
17 for settlement purposes only.

18 **Notice to the Settlement Class**

19 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed
20 by First Class Mail to the Settlement Class Members at their last known addresses. Mailing the
21 Class Notice to their last known addresses was the best notice practicable under the circumstances
22 and reasonably calculated to communicate actual notice of the litigation and the proposed
23 settlement to the Settlement Class.

24 5. According to Claims Administrator Simpluris, there are 1,951 Police Officer
25 Settlement Class Members who will receive benefits under the Settlement. No claim form was
26 required for Police Officer Settlement Class Members. Separately, Simpluris received 858 valid
27 Claim Forms. The deadline for opting out or objecting has passed. Two Settlement Class Members
28 opted out and none have objected. There was an adequate interval between mailing of the Notice

1 and the deadline to permit Settlement Class Members to choose what to do and act on their
2 decision.

3 **Fairness of the Settlement**

4 6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
5 (1996) 48 Cal.App.4th 1794, 1801.

6 7. There has been no collusion between the parties in reaching the proposed
7 Settlement.

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

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

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

17 11. The proposed Agreement is approved as fair, adequate, reasonable and in the best
18 interests of Settlement Class Members. The Court finds that the settlement represents an excellent
19 result in a matter that presented numerous challenges for Plaintiffs, and commends Class Counsel
20 for their efforts in achieving this result.

21 **Attorneys' Fees and Costs**

22 12. The Agreement provides for (and Class Counsel seeks) an award of \$528,000 to
23 Class Counsel as attorneys' fees and costs in this action.

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

1 settlement. Even without a reaching the consideration of a multiplier on these fees, the amount
2 requested is fair and reasonable in light of the work performed and risks taken in this matter.

3 **Service Awards**

4 14. The Agreement provides for a Service Award of up to \$2,000 apiece for
5 Representative Plaintiffs Hada Gonzalez, David Martinez, Ira Bradford, Tim De LaVega and
6 Khaliq Harrison, subject to the Court's approval. The Court finds the Service Awards reasonable
7 considering the risks and burdens undertaken by Representative Plaintiffs in this action and for
8 their time and effort in bringing and prosecuting this matter on behalf of the Settlement Class.

9 **Reimbursement of Settlement Administration Costs**

10 15. Plaintiffs request reimbursement of Settlement Administration Costs of \$28,000,
11 subject to the Court's approval. The Court finds this Reimbursement reasonable considering the
12 work required to send the Notice, process settlement payments, establish and update a settlement
13 website and communicate extensively with Class Members and Class Counsel. The Court finds
14 that the claims rate in this matter exceeded that expected for a case of this type and commends the
15 Claims Administrator for those efforts in achieving this result.

16
17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

18 1. The Settlement Class is certified for the purposes of settlement only. The Settlement
19 Class is hereby defined as: "All individuals within the United States (1) whose Personal
20 Information was stored, possessed or controlled by Oakland; and (2) who were notified by Oakland
21 of the Data Security Incident." There is a subclass consisting of "Police Officer Settlement Class
22 Members" defined as individuals who, "as of the time of his/her/their notification of the Data
23 Security Incident on or about March 4, 2023, had ever worked as a Police Officer for the City of
24 Oakland, California."

25 2. The following individuals are excluded from the Settlement Class: "any judge
26 presiding over the Litigation and any members of their first-degree relatives, judicial staff, persons
27 who timely and validly request exclusion from the Settlement Class, and the following City of
28 Oakland personnel: the Mayor, Councilmembers, City Attorney, and those Oakland City

1 Attorney's Office personnel who have already released any claims arising from the Data Security
2 Incident."

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

5 4. Class Counsel are awarded attorneys' fees and costs in the amount of \$528,000.
6 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
7 Plaintiffs, or members of the Settlement Class.

8 5. Service Awards in the amount of \$2,000 each shall be awarded to Plaintiffs Hada
9 Gonzalez, David Martinez, Ira Bradford, Tim De LaVega and Khaliq Harrison.

10 6. Simpluris shall be reimbursed \$28,000 for Settlement Administration Costs.

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

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

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

1 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other
2 proceeding this Final Approval Order, this Final Judgment, the Agreement or any other papers and
3 records on file in the case as evidence of the Settlement to support a defense of *res judicata*,
4 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
5 Released Claims.

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

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

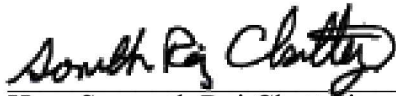
16 12. In the event the Settlement does not become final and effective in accordance with
17 the terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become
18 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered
19 in connection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

20 13. A Compliance Hearing is hereby set for 12/2/25 at 2:30 p.m. in Department 21 of
21 this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit
22 a Case Management Conference Statement, accompanied by a Declaration from the Claims
23 Administrator (including a summary accounting identifying the distributions made, the number
24 and value of any uncashed checks, the status of any unresolved issues, and any other matters
25 appropriate to evaluate the effectiveness and completeness of the distribution).

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IT IS SO ORDERED.

Dated: 07/09/2025

By: 
Hon. Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT
Somnath Raj Chatterjee / Judge

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 07/10/2025</p>
<p>PLAINTIFF/PETITIONER: Hada Gonzalez et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampousah</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: City of Oakland</p>	<p>A. Ampousah</p>
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: 23CV031786</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order RE: Class Action Settlement Final Approval and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Marcus McCutcheon
Baker & Hostetler LLP
mmcutcheaon@bakerlaw.com

Scott Cole
Cole & Van Note
sec@colevannote.com

Dated: 07/10/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampousah

A. Ampousah, Deputy Clerk