

M. Anderson Berry (SBN 262879)
Gregory Haroutunian (SBN 330263)
Brandon P. Jack (SBN 325584)
CLAYEO C. ARNOLD
A PROFESSIONAL CORPORATION
865 Howe Avenue
Sacramento, CA 95825
Telephone: 916.239.4778
Fax: 916.924.1829
aberry@justice4you.com
gharoutunian@justice4you.com
bjack@justice4you.com

Kenneth Grunfeld (*pro hac vice*)
KOPELOWITZ OSTROW P.A.
One West Olas Blvd.
Fort Lauderdale, FL 33301
Telephone: 954-525-4100
grunfeld@kolawyers.com

*Attorneys for Plaintiff and the Proposed
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

STAR JOSHUA, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

THE COUNTY OF CONTRA COSTA; MARC
SHORR, in his official capacity; and DOES 1
through 100, inclusive,

Defendants.

Case No. C23-01684

*[Assigned for All Purposes to:
Dept. 39, Hon. Edward G. Weil]*

**DECLARATION OF M. ANDERSON
BERRY IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____
Time: _____
Dept. 39
Judge: Hon. Edward G. Weil

1 I, M. Anderson Berry, being competent to testify, make the following declaration:

2 1. I am a member in good standing of the bar of the State of California, and duly licensed to
3 practice before all courts of the State of California as well as other state and federal courts. I am the head
4 of the Complex Litigation Department at the Clayeo C. Arnold, A.P.C. ("Arnold Law Firm"). I am one of
5 the lead attorneys in this matter, and I submit this Declaration in support of Plaintiff's Unopposed Motion
6 for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"). I am admitted
7 to practice law in California and am a member in good standing of the State Bar of California. I make this
8 Declaration based on my personal knowledge of the matters set forth herein and based on my active
9 participation in all material aspects of this Litigation. If called upon to do so, I could testify competently
10 thereto.

11 **Qualifications of Counsel**

12 2. I practice law at Clayeo C. Arnold, APC (the "Arnold Law Firm"). Our principal counsel
13 is Clayeo C. Arnold, who has practiced civil litigation on behalf of consumers and individuals in California
14 since 1975. The firm generally employs eleven attorneys practicing in the areas of consumer class action,
15 qui tam, employment, labor, and personal injury litigation. I head the complex civil litigation group,
16 specifically qui tam and data breach class action matters.

17 3. The Arnold Law Firm attorneys have a long history of successfully handling class actions
18 across a range of industries, including data breach cases. I bring substantial experience in complex
19 litigation matters with a history of litigating in an efficient and practical manner, including as Co-Lead
20 Class Counsel in numerous data breach class actions.

21 4. Attached hereto as **Exhibit A** are true and correct copies of the firm resumes of the Arnold
22 Law Firm and Kopelowitz Ostrow P.A. ("KO").

23 5. I was first selected as the Northern California Super Lawyers Rising Star in 2015 in the
24 field of complex civil litigation. Before joining the Arnold Law Firm in 2017, I worked as an Assistant
25 United States Attorney for the Eastern District of California. As part of the Affirmative Civil Enforcement
26 unit, I handled a wide variety of complex cases, recovering millions of dollars for the United States.

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28 ///

1 6. Before working for the Department of Justice, I practiced at one of the world's largest law
2 firms, Jones Day, where I represented clients in international arbitration and complex commercial
3 litigation, including defending class action allegations.

4 7. I attended the University of California, Berkeley as an undergraduate and for law school.

5 8. I have an extensive background in privacy and consumer/government fraud litigation,
6 actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud
7 upon the United States. I have recently litigated or am presently litigating more than one hundred class
8 action cases across the country involving data breaches, including the following matters where I hold
9 leadership positions: *Holmes v. Elephant Insurance Co., et al.*, No. 3:22-cv-00487 (E.D. Va. filed July 12,
10 2022) (Co-Lead Counsel); *In Re: Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D.
11 Ill. filed July 29, 2021) (Co-Lead Counsel); *Irma Carrera Aguallo, et al. v. Kemper Corp., et al.*, No.
12 1:21-cv-01883-MMP (N.D. Ill. filed Apr. 19, 2021) (Executive Comm.) (settled); *Rossi v. Claire's Stores*,
13 No. 1:20-cv-05090 (N.D. Ill. filed Aug. 28, 2020) (Co-Lead Counsel) (settled); *In re: CaptureRx Data*
14 *Breach Litigation*, No. 5:21-cv-00523 (W.D. Tex. filed June 2, 2021) (Co-Lead Counsel) (settled); *Riggs*
15 *v. Kroto, Inc.*, No. 1:20-cv-5822 (N.D. Ill. filed Sept. 30, 2020) (Co-Lead Counsel) (settled); *Desue v.*
16 *20/20 Eye Care Network, Inc. et al.*, No. 0:21-cv-61275 (S.D. Fla.) (Executive Comm.); and *A.A. ex rel.*
17 *Altes v. AFTRA Ret. Fund*, No. 1:20-cv-11119 (S.D.N.Y. filed Dec. 31, 2020) (The Arnold Law Firm is
18 Co-Lead Counsel in this data breach class action).

19 9. As demonstrated by the above, the Arnold Law Firm, myself, and the attorneys with whom
20 I work possess the requisite experience and resources necessary to prosecute this litigation and to represent
21 the Settlement Class.

22 10. My co-counsel Mr. Grunfeld and his firm Kopelowitz Ostrow (KO) have significant
23 experience in consumer class-action litigation and have held leadership positions in a number of high-
24 profile cases, including in *In re Checking Acct. Overdraft Litig.*, No. 1:09-MD-02036-JLK (S.D. Fla.), a
25 large MDL that resulted in the recovery of \$1.2 billion from the nation's largest banks. Mr. Grunfeld's
26 practice focuses on representing consumers in class actions against pharmaceutical manufacturers, banks,
27 credits card issuers, and other national corporate defendants. Recently, he and his firm have filed and
28 litigated a number of class cases involving data breaches, cybersecurity incidents and privacy matters, and

1 has leadership positions in a number of large data breach cases, including *In re: Fortra File Transfer*
2 *Software Data Sec. Breach Litig.*, No. 24-md-3090 (S.D. Fla.), *McCalmon v. Northbay Healthcare*
3 *Corporation*, No. CU24-03200 (Solano Co. Cal.), and *Volio v. Rush Street Gaming LLC*, No. 2:25-cv-
4 00039 (E.D. Pa.).

5 11. Mr. Grunfeld and I have worked cohesively as proposed Interim Co-Lead Class Counsel
6 here and in other cases.

7 12. Moreover, as more fully detailed in the Firm Resumes attached hereto as **Exhibit A**, Class
8 Counsel, M. Anderson Berry of Clayco C. Arnold, A Professional Corp. and Kenneth Grunfeld of
9 Kopelowitz Ostrow P.A. are well experienced data breach attorneys, whose experience and commitment
10 to the proposed Settlement Class helped drive this litigation to a fair, reasonable, and adequate settlement
11 and ultimately through to Final Judgment, if the Court so approves.

12 13. My experience, and that of my colleagues, representing individuals in complex class
13 actions—including data breach actions—contributed to an awareness of Plaintiff’s settlement posture, as
14 well as the needs of Plaintiff and the proposed Settlement Class. While I and my co-counsel believe that
15 Plaintiff will ultimately prevail in the litigation on a class-wide basis we are also aware that a successful
16 outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the
17 attendant risk of drawn-out appeals.

18 14. As described below, the Settlement provides significant relief to Members of the
19 Settlement Class, and I, and Class Counsel, strongly believe that it is favorable for the Settlement Class.
20 It is, in the opinion of the undersigned and his colleagues, fair, reasonable, adequate, and in the best
21 interests of the Settlement Class Members and is worthy of preliminary approval.

22 **Initial Investigation and Communications**

23 15. This litigation arises from a cyberattack and data breach experienced by Defendant County
24 of Contra Costa (“County” or “Defendant” collectively with Plaintiff, the “Parties”) between September
25 19, 2022, and September 20, 2022 (the “Data Incident”). The Data Incident involved an unauthorized
26 third-party gaining unauthorized access to two of the County’s employees’ email accounts, as well as all
27 attachments to the emails in those two accounts, which resulted in the potential exposure of Plaintiff’s and
28

1 approximately 15,591 other Settlement Class Members' highly sensitive personally identifiable
2 information ("PII").

3 16. The types of PII compromised in the Data Incident involves the PII of Plaintiff and
4 Settlement Class Members, including their names, Social Security numbers, driver's license numbers, and
5 government-issued identification numbers which the County collected and maintained regarding its
6 current and former employees, including Plaintiff.

7 17. After receiving notice from County that her PII had been compromised in the Data Incident,
8 Plaintiff Star Joshua retained KO and the Arnold Law Firm to investigate and prosecute her claims. I, my
9 KO colleagues, and our team vigorously and aggressively gathered all of the information that was
10 available regarding County and the Data Incident—including publicly-available documents concerning
11 announcements of the Data Incident and the notice of the Data Incident. Our team also thoroughly
12 researched the legal claims at issue and drafted and filed a complaint on behalf of Plaintiff and
13 subsequently researched and drafted appropriate causes of action for Plaintiff's operative First Amended
14 Class Action Complaint.

15 **Procedural Posture and History of Negotiations**

16 18. On July 11, 2023, Plaintiff Star Joshua filed a putative class action complaint against
17 County in the Contra Costa County Superior Court, captioned *Star Joshua v. The County of Contra Costa*,
18 Case No. C23-01684, concerning claims related to and arising out of the Data Incident (the "Litigation").

19 19. On August 30, 2023, Plaintiff Star Joshua filed her operative First Amended Class Action
20 Complaint ("FAC") in which she asserted claims for (1) Negligence pursuant to Government Code
21 §§815.2 & 820; (2) common law Invasion of Privacy; (3) Cal. Const. Art. I §I Invasion of Privacy; (4)
22 Breach of Implied Contract; (5) Breach of Confidence; and (6) Violation of California's Unfair
23 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*

24 20. Over the course of the next several months, the Parties met and conferred about potential
25 early settlement and mediation of this matter. In anticipation of the mediation, County produced informal
26 discovery to Plaintiff in order for Plaintiff to better understand the nature of her claims, including
27 information about the Data Incident and the scope of information compromised in the Data Incident.
28

21. Specifically, the informal discovery produced by County identified the number of affected individuals, the precise numbers of California residents affected, and the precise categories of PII and/or PHI compromised in the Data Incident including the number of residents of each state whose information was compromised. County also confirmed the number of notices issued to affected persons and confirmed that contact information for the Settlement Class is readily identifiable from its own records.

22. The Parties engaged in an all-day, arms-length mediation with Bruce A. Friedman, Esq., of JAMS on March 7, 2024. While negotiations were always collegial and professional between the Parties, there is no doubt that they were also adversarial in nature, with both Parties forcefully advocating the position of their respective clients. The Parties reached an agreement in principle at mediation, but certain material terms remained unresolved.

23. Over the next few months, the Parties continued to negotiate the finer points of the Settlement Agreement, distribution mechanism, notice documents, and other exhibits to the Settlement Agreement. (“Settlement Agreement”). The negotiations were extensive and parties worked diligently to create an agreement in the best interests of their clients. The Settlement Agreement and exhibits were finalized by the Parties on March 17, 2025.

24. The Settlement Agreement and accompanying exhibits are attached hereto as **Exhibit B**.

The Class Settlement

The Settlement Class

25. The proposed Settlement Class is defined as:

[A]ll persons with California mailing addresses who were mailed a letter sent from Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023.

26. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) Defendant County’s County Board of Supervisors (“Board”) and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

1 27. The Settlement contemplates resolution of claims on behalf of a Settlement Class
2 comprised of 15,591 individuals, comprised almost entirely of California citizens. During informal
3 discovery, County confirmed that the Settlement Class is readily identifiable from its own records.

4 **Settlement Benefits**

5 28. The Settlement negotiated on behalf of the Class provides for three separate forms of relief.
6 First, County will provide direct monetary relief to Settlement Class Members in the form of
7 reimbursement of ordinary and extraordinary expenses stemming from the Data Incident, including lost
8 time spent dealing with the Data Incident. Second all Settlement Class Members will have the ability to
9 claim two additional years of credit monitoring and identity theft protection services which includes three
10 bureau credit monitoring and alerts. Finally, County will provide equitable relief that will benefit all
11 Settlement Class Members in the form of information security enhancements.

12 29. The Settlement provides fair and reasonable cash payments to Settlement Class Members
13 and ensures that distribution of funds will reach the greatest number of Settlement Class Members because
14 each Settlement Class Member will receive direct notice of the Settlement from the County.

15 **Class Notice**

16 30. The Parties agreed to use EAG Gulf Coast, LLC as the Claims Administrator (“Claims
17 Administrator”), a firm with extensive experience in disseminating Notice and processing settlement
18 claims.

19 31. All costs and expenses associated with providing Notice and Claims Administration will
20 be paid by County.

21 32. The Notice and Claims Administration Process is described in the Declaration of Ryan
22 Aldridge Regarding Administration Qualifications and Notice Procedures in Support of Plaintiff’s Motion
23 for Preliminary Approval of Class Action Settlement, filed concurrently herewith.

24 **Exclusions and Objections**

25 33. The timing of the exclusions and objections process is structured to ensure that all
26 Settlement Class Members have adequate time to review the terms of the Settlement Agreement and to
27 decide whether they would like to opt-out of or object to the Settlement. Settlement Class Members are
28 also given sufficient time to review the Settlement documents—including Plaintiff’s Motion for

Attorneys' Fees, Costs, and Incentive Award, which will be filed twenty-one (21) days prior to the date of the Final Fairness Hearing, unless otherwise ordered by the Court.

Exclusions

34. Any Settlement Class Member wishing to opt out of the Settlement must substantially complete and properly execute a written Request for Exclusion that is timely delivered to the Claims Administrator postmarked on or before the Opt-Out Deadline, which is no later than sixty (60) days after the Notice Commencement Date or such other date set by the Court.

35. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must be submitted by the Settlement Class Member on their own behalf, mass or class opt-outs will not be permitted, and clearly manifest the Settlement Class Member's intent to be excluded from the settlement.

36. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, i.e., one Request for Exclusion is required for every Settlement Class Member seeking exclusion.

37. All Settlement Class Members who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of the Settlement Agreement.

Objections

38. Each Settlement Class Member who does not file a timely Request for Exclusion may send by mail to the Claims Administrator a notice of intent to object to the Settlement Agreement. To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, which is no later than sixty (60) days after the Notice Commencement Date, or such other date set by the Court.

39. The Long Notice instructs Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Claims Administrator at the address indicated in the Long Notice. The Long Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

1 40. All objection notices must be written and should include all of the following: (i) the
2 objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying
3 the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement
4 Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all
5 grounds for the objection, accompanied by any legal support for the objection the objector believes
6 applicable; (iv) the identity of any and all counsel representing the objector in connection with the
7 objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final
8 Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney
9 or other duly authorized representative (along with documentation setting forth such representation); and
10 (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the
11 objector's counsel has filed an objection to any proposed class action settlement within the last three (3)
12 years.

13 41. Notwithstanding the foregoing, any Settlement Class Member who attends the Final
14 Approval Hearing may so state their objection at that time, subject to the Court's approval. Except upon
15 a showing of good cause, any Settlement Class Member who fails to substantially comply with the
16 requirements for objecting shall waive and forfeit any and all rights he or she may have to object to the
17 Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all
18 proceedings, orders, and judgments in the Litigation.

19 **Attorneys' Fees' Expenses, and Incentive Awards**

20 42. The Parties did not discuss the payment of attorneys' fees, costs, expenses, and/or incentive
21 awards to Plaintiff until after the primary terms of the Settlement had been agreed upon, other than that
22 County would pay reasonable attorneys' fees, costs, expenses, and an incentive award to Plaintiff as may
23 be agreed to by County and proposed Class Counsel and/or as ordered by the Court.

24 43. The Parties have agreed that Class Counsel may seek, and County will pay, subject to court
25 approval, reasonable attorneys' fees, costs, and expenses in an amount not to exceed \$150,000.00. Class
26 Counsel has agreed to split any attorneys' fees awarded in this matter equally and Plaintiff has provided
27 written approval of this fee splitting arrangement. Settlement Class Counsel will also seek their reasonable
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costs and expenses from County, subject to Court approval. The entirety of the attorneys' fees and expenses award shall be payable by County.

44. Class Counsel also requests from the Court a reasonable Service Award for Plaintiff in the amount of \$2,500.00 to be paid by County, subject to Court approval. Such an award is justified as Plaintiff has assisted counsel at each step of the Litigation, including by contacting counsel and assisting counsels' investigation into the Data Incident, the factual allegations regarding their experience with County and the Data Incident, reviewing the complaints, and approving the terms of the Settlement.

Release

45. The Release for Settlement Class Members (who do not exclude themselves) in this case encompasses all claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement.

46. The Release for Plaintiff includes all Released Claims and a release of all Unknown Claims which encompasses any of the Released Claims that Plaintiff does not know or suspect to exist in her favor at the time of the release of the Released Entities that, if known by her, might have affected her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

47. Plaintiff specifically waives any rights conferred upon them under California Civil Code Section 1542.

48. Class Counsel believe that the claims asserted in this case have merit. Class Counsel acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against County through motion practice, trial, and potential appeals. We have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation.

49. It is my opinion and that of Plaintiff and other Class Counsel, based on our experience generally and our firms' investigation and research into this case in particular, that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. To assess the adequacy of the Settlement, Class Counsel estimated the total value of all of Plaintiff's claims by analyzing the body of settlements in which they have been involved and those that research has revealed. Moreover, the

1 collective experience of Plaintiff, myself, and my colleagues with experience on similar types of privacy
2 and data protection practices, provided substantive knowledge on the subject that enabled us to represent
3 Plaintiff and Settlement Class Members' interests without expending hundreds of hours and substantial
4 financial resources to come up to speed on the subject area or engaging in formal discovery.

5 50. Plaintiff has been personally involved in the case and support the Settlement. Plaintiff has
6 assisted counsel at each step of the litigation, including by contacting counsel and assisting counsels'
7 investigation into the Data Incident, the factual allegations regarding their experience with County and
8 the Data Incident, reviewing the complaints, and approving the terms of the Settlement. Plaintiff strongly
9 believes the settlement is favorable to the Settlement Class and has committed herself to seeing this
10 litigation through to the benefit of the Class as a whole.

11 I declare under penalty of perjury under the laws of the State of California that that foregoing is
12 true and correct.

13 Executed this 3rd day of April 2025 in Sacramento, California.

14
15 /s/ M. Anderson Berry
16 M. Anderson Berry
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EXHIBIT A



Arnold Law Firm Biography

Sacramento Office

865 Howe Avenue
Sacramento, CA 95825
916-777-7777
916.239.4778 (d)
415.595.3302 (c)

Los Angeles Office

12100 Wilshire Boulevard
Suite 800
Los Angeles, CA 90025
Phone: 747.777.7748

justice4you.com



Founded in 1975 by Clayeo C. Arnold, the Arnold Law Firm is a litigation-oriented practice with locations in Sacramento and Los Angeles, California. In keeping with its founding principles, our firm consciously works for the interests of individual people and small businesses — not for large corporations or insurance companies.

The Arnold Law Firm prosecutes class action, mass tort, *qui tam*, product defect, employment, and personal injury cases. We pride ourselves on being a practice of trial lawyers, typically trying a minimum of ten cases per year to verdict. In addition to our practice throughout the state of California in both state and federal courts, we also pursue class action, *qui tam* and multi-district litigation claims on a nationwide basis.

Our team of twelve attorneys collectively encompass a broad and diverse professional background, including plaintiff contingency work, public entity representation, criminal defense, and civil defense. We have current and past board members of Capital City Trial Lawyers Association, as well as members of numerous prestigious professional organizations, including the American Board of Trial Advocates, American Association for Justice, Association of Trial Lawyers of America, Sacramento County Bar Association, and Consumer Attorneys of California.

Our firm's operating structure is comprised of multiple teams directed towards specific practice areas. These teams regularly and intentionally collaborate and exchange information between their practice areas to improve the quality of representation for all of our clients.



Arnold Law Firm Biography

(continued)

For over four decades the Arnold Law Firm has developed a respected and extensive network of co-counsel and experienced contract counsel to rapidly expand our capabilities as necessary on an *ad hoc* basis (e.g., document review). We employ a robust staff of highly qualified and experienced legal staff including assistants and paralegals to ensure that attorney time is spent in the most efficient manner possible.

The Arnold Law Firm employs technology to increase productivity thereby resulting in more efficient and effective legal representation and driving excellent results on behalf of its clients. Specifically, the firm increases its efficiency by using numerous forms of legal and practice management software including template software, client management software, and secure internet-based client management for mass tort or multi-plaintiff litigation. We also invest in appropriate billing and tracking software for contemporaneous hourly record keeping.

The Arnold Law Firm places substantial value on representing clients in a manner that is both effective and courteous. Integrity with clients, the courts, and adverse counsel are all considered to be as indispensable as successful results.

Our highly accomplished counsel has a long history of successfully handling class actions across a range of industries, including data breach cases.



M. Anderson Berry Biography



The Arnold Law Firm has a proven track record of success and the ability to work efficiently and cooperatively with others. In addition, our firm has the availability and resources necessary to litigate complex class actions.

M. Anderson Berry

M. Anderson Berry heads the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner, including as Lead Class Counsel, Co-Lead Class Counsel, and as a member of numerous Plaintiffs' Executive Committees.

Mr. Berry has an extensive background in privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal and state courts across the nation, set out below.

Before joining the Arnold Law Firm in 2017, Mr. Berry worked as an Assistant United States Attorney for the Eastern District of California. As part of the Affirmative Civil Enforcement unit, Mr. Berry handled a wide variety of complex cases and recovered millions of dollars for the United States.

Before working for the Department of Justice, Mr. Berry practiced at one of the world's largest law firms, Jones Day, where he represented clients in international arbitration and complex commercial litigation, including defending class action allegations.

Mr. Berry was first selected as the Northern California Super Lawyers Rising Star in 2015 in the field of complex civil litigation.



M. Anderson Berry Biography

(continued)

Mr. Berry attended the University of California, Berkeley, where he majored in English and graduated with highest honors. Mr. Berry was inducted into the Phi Beta Kappa Honor Society and served as President of the English Undergraduate Associate.

After working as a private investigator for both criminal and civil investigations in the San Francisco Bay Area, Anderson graduated from U.C. Berkeley School of Law, where he was a Senior Editor for both the *Berkeley Journal of Criminal Law* and *Berkeley Journal of International Law*.

He was admitted to the California Bar in 2009 and is admitted to practice in the Northern, Eastern, Southern and Central Districts of California. Mr. Berry is also admitted to practice in the Northern District of Illinois, the Eastern District of Michigan, the Northern and Southern Districts of Indiana, the Districts of Colorado and Nebraska, and the Fourth and Ninth Circuit Courts of Appeals.

Mr. Berry was raised in Moraga, California and now lives in Fair Oaks, California, with his wife and three young sons.

Select Data Breach Cases

In re: Fred Hutchinson Cancer Center Data Breach Litig., 23-2-24266-1 SEA (Wash Super, King) (**Co-Lead Counsel**);

In Re: Entertainment Partners Data Breach Litigation, 2:23-cv-06546-CAS (C.D. Ca.) (**Co-Lead Counsel**)

In Re: Snap Finance Data Breach, 2:22-cv-00761-TS-JCB (D.UT.) (**Co-Lead Counsel**) (settled)

Ware v. San Geronio Memorial Hosp., CVRI2301216 (Cal Super, Riverside) (**Co-Lead Counsel**)

In Re: Overby-Seawell Co. Customer Data Security Breach Lit., 1:23-md-03056-SDG (N.D. Ga.) (**Co-Lead Counsel**);

Holmes v. Elephant Insurance Company, et al., 3:22-cv-00487-JAG (E.D. VA.) (**Co-Lead Counsel**);

In Re: Arthur J. Gallagher Data Breach Litigation, 1:21-cv-04056 (N.D.Ill.) (**Co-Lead Counsel**);



M. Anderson Berry Biography

(continued)

Petimat Dudurkaewa et al. v. Midfirst Bank et al., 5:23-cv-00817-R (W.D. Ok.) (**Executive Comm.**);

In Re: CaptureRx Data Breach Litigation, 5:21-cv-00523

(W.D.TX.)(**Co-Lead Counsel**) (settled);

Rossi v. Claire's Stores, 1:20-cv-05090 (N.D. Ill.) (**Co-Lead Counsel**) (settled);

Desue v. 20/20 Eye Care Network, Inc. et al., 0:21-cv-61275 (S.D. Fla.) (**Executive Comm.**);

In re: Mednax Services, Inc. Customer Data Security Breach Litigation, 21-MD-02994 (S.D. Fl.) (**Executive Comm.**);

Bowdle v. King's Seafood Co. LLC, 8:21-cv-01784-CJC-JDE, (C.D. Cal.) (Class Counsel) (settled);

Hashemi et al. v. Bosley, Inc. 2:21-cv-00946 (C.D. Cal.) (Class Counsel) (settled);

Heath et al. v. Insurance Technologies Corp et al., 3:21-cv-01444 (N.D. Tex.) (Class Counsel) (settled);

Carrera Aguillo et al. v. Kemper Corporation et al., 1:21-cv-01883 (N.D. Ill.) (Class Counsel) (settled);

Ahn et al. v. Herff Jones, LLC, 1:21-cv-01381 (S.D. Ind.) (settled);

Bitmouni v. Paysafe Limited, 3:21-cv-00641-JCS (N.D. Cal.) (Class Counsel) (settled);

Gaston v. FabFitFun, Inc., 2:20-cv-09534 (C.D. Cal.) (Class Counsel) (settled);

In Re: Ambry Genetics Data Breach Litigation, 8:20-cv-00791 (C.D. Cal.) (settled);

In Re: Morgan Stanley Data Security Litigation, 1:20-cv-05914 (S.D.N.Y.) (settled);

Pfeiffer et al. v. RadNet, Inc., 2:20-cv-09553-RGK-SK (C.D. Cal.)(Class Counsel) (settled);

Thomsen v. Morley Companies, Inc., 1:22-cv-10271-TLL (E.D. Mi.) (settled);

In re Lakeview Loan Servicing Data Breach Litigation, 1:22-cv-20955-DPG (S.D. Fl.);



Gregory Haroutunian Biography



Gregory Haroutunian

Gregory Haroutunian is the Senior Associate and of the data breach complex litigation and *qui tam* practices for the Arnold Law Firm. He brings substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner.

Mr. Haroutunian has an extensive background in complex litigation, privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States, and the class action litigations filed in federal courts across the nation, set out below.

Before joining the Arnold Law Firm in 2021, Mr. Haroutunian worked in diverse practices across the nation including litigating dozens of products liability medical device cases in state and federal courts throughout the country and employment and construction related complex class-action and surety bond litigations involving multi-million dollar settlements throughout New York and New Jersey.

Mr. Haroutunian attended Columbia College, Columbia University, where he majored in Political Science and served with the New York State Senate Minority Leader's Office.

After working as a paralegal for a small general litigation and elder law firm in New York City, Gregory attended the Georgetown University Law Center where he graduated *cum laude*. While at Georgetown Gregory held a year-long judicial internship under Chief Administrative Law Judge Ronnie A. Yoder of the United States Department of Transportation and served as a legal intern at the National Whistleblowers' Center and the firm Kohn, Kohn, & Colapinto where he had his first experiences in *qui tam* and fraud cases.

Work that Mr. Haroutunian did at Georgetown comparing and analyzing aviation regulations was subsequently published in the Law Journal of the Pacific.



Gregory Haroutunian Biography (cont.)

He was admitted to the New Jersey and New York Bars in 2013 and the California Bar in 2020 and is admitted to practice in the Northern, Eastern, Southern, and Central Districts of California, the Southern and Northern Districts of New York, and the District of New Jersey. Mr. Haroutunian is also admitted to practice in the Southern and Northern Districts of Indiana and the District of Colorado.

Mr. Haroutunian has been separately appointed Lead Counsel or Class Counsel in the following matters:

In re SAG Health Data Breach Litig., No. 2:24-cv10503-MEMF-JPR (C.D. Cal.) (Co-Lead Counsel)

Accurso v. Western Electrical Contractors Assoc., No. 24CV017855 (Cal. Super. Sacramento) (Liaison Counsel)

In re Avis Rent a Car System, LLC Security Incident Litig., No. 2:24-cv-09243 (D.N.J.) (Co-Lead Counsel)

Benavides v. HopSkipDrive, Inc., No. 23STCV31729 (Cal. Super. Los Angeles) (Co-Lead Counsel);

Ishaq v. F21OpCo LLC, 2:23-cv-07390-MEMF-AGR (C.D. Cal.) (Co-Lead Counsel);

Sanguinetti v. Nevada Restaurant Services, Inc., 2:21-cv-01768-RFB-DJA (D.Nev.) (Class Counsel);

Bitmouni v. Paysafe Payment Processing Solutions, LLC, No. 3:21-cv-00641-JCS (N.D. Cal.) (Class Counsel);

In re: Ethos Technologies Inc. Data Breach Litig., No. 3:22-cv-09203-SK (N.D. Cal.) (Class Counsel);

In re: Blackhawk Network Data Breach Litig., No. 3:22-cv-07084-CRB (N.D. Cal.) (Class Counsel);

Franchi v. Barlow Respiratory Hospital, No. 22STCV09016 (Cal. Super. Los Angeles) (Class Counsel);

Parker v. Metromile, LLC, No. 27-2022-000-49770-CU-BT-CTL (Cal. Super. San Diego) (Class Counsel).

Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC, Case No. 6:21-cv-02158-RBD-DCI (M.D. Fla.) (Class Counsel)

Mr. Haroutunian was raised in Montvale, New Jersey.



FIRM RESUME

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100

Facsimile: 954.525.4300

Website: www.kolawyers.com

Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORTS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C.) – Preliminary Approval - \$21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

DATA BREACH AND PRIVACY

In re: Fortra, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million
Katz et al. v. Einstein Healthcare Network, No. 02045 (Phila C.P.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skerandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel
In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel
In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

CONSUMER PROTECTION

MASS TORT



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar

The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Central District of California

U.S. District Court, Eastern District of California

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007

University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

EXHIBIT B

STAR JOSHUA v. THE COUNTY OF CONTRA COSTA, ET AL.
Contra Costa Superior Court Case No. C23--01684

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): (i) Star Joshua (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined below), by and through Class Counsel (as defined below); and (ii) Defendant The County of Contra Costa (the “Defendant” or “County”) by and through its counsel of record, BAKER & HOSTETLER LLP. The Settlement Agreement is subject to (a) the County Board of Supervisor’s (“Board”) approval and (b) the approval of the Court, and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

THE LITIGATION

On September 20, 2022, Contra Costa identified an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two County employee email accounts (the “Data Incident”). Upon learning of the Data Incident, County secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two County employees between September 19, 2022 and September 20, 2022. As part of its investigation of the Data Incident, County determined that approximately 15,591 individuals were potentially impacted.

On July 11, 2023, Plaintiff commenced this action by filing a Complaint, Case No. C23-01684 (the “Litigation”) against the County in the Superior Court of the State of California for the County of Contra Costa, California. Plaintiff Star Joshua effectuated service of process upon

County in the Action on August 7, 2023. Plaintiff filed her First Amended Class Action Complaint (“FAC”) in the Action on August 30, 2023. The causes of action in the FAC include: (1) negligence; (2) invasion of privacy (common law), (3) invasion of privacy (Cal. Const.), (4) breach of implied contract; (5) breach of confidence; and (6) violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* The FAC also named County employee Marc Shorr, in his official capacity, as a defendant.

On March 7, 2024, after exchanging mediation briefs and informal discovery, the Parties attended an all-day mediation With Bruce A. Friedman, Esq., of JAMS. The Parties reached a class action settlement in principle and anticipate finalizing the details of the settlement agreement on or by April 19, 2024. Since the mediation on March 7, 2024, the Parties have focused their efforts on expeditiously preparing the Settlement Agreement, the Motion for Preliminary Approval, and supporting materials for that filing.

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of Released Claims (defined below) against the Released Entities (defined below) by and on behalf of the Class Representative and Settlement Class Members relating to the Data Incident (as defined below).

CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Litigation, as set forth in the FAC, have merit. Plaintiff and Plaintiff’s Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to proceed with the Litigation against defendants through discovery, motion practice, trial, and potential appeals. Plaintiff and Plaintiff’s Counsel have also taken into account the uncertain outcome and risk of continued litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff’s Counsel is experienced in class action

litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the proposed settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

DENIAL OF WRONGDOING AND LIABILITY

Defendants deny any and all of the claims, causes of action, and contentions alleged against them, individually and collectively, in the Litigation. Defendants deny all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation. Defendants likewise deny all charges of damages as alleged, or that could be alleged, in the Litigation. Nonetheless, Defendants recognize the expense and protracted nature of litigation such as this one and the uncertainty and risks inherent in any litigation, and has therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiff, individually and on behalf of the Settlement Class, and Defendant that, subject to (a) the Board's approval and (b) the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement as follows:

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means EAG Gulf Coast, LLC. (“EAG”), a company experienced in administering class action claims generally and specifically of the type provided for and made in data security litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1(b).

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (both defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C**, which will be available on the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of the State of California for the County of Contra Costa, California.

1.8 “Data Incident” means the cybersecurity incident that County discovered on September 20, 2022, giving rise to the Litigation.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first day by which all of the events and conditions specified in ¶ 1.11 have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the service award to the Class Representative, or any order modifying or reversing any attorneys’ fees, costs, and expenses award or service award to the Class Representative made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court granting final approval of the settlement set forth herein.

1.13 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form shown in **Exhibit B**.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their written requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.18 “Proposed Settlement Class Counsel” and/or “Class Counsel” means the law firms of Kopelowitz Ostrow P.A. and Clayco C. Arnold, APC.

1.19 “Related Entities” means each of the Defendant’s respective predecessors, successors, parents, subsidiaries, divisions, departments, boards, committees, and affiliates (including, but not limited to, the Contra Costa County In-Home Supportive Services Public Authority) and each of its and their respective supervisors, employees (including, but not limited to, defendant Shorr), representatives, directors, officers, principals, agents, attorneys, insurers, reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity of the Data Incident or who pleads *nolo contendere* to any such charge.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any individual or class-wide causes

of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including, but not limited to, 15 U.S.C. §§ 45, *et seq.*, any violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy (whether based in common law, statute, or a state constitution); fraud; misrepresentation (whether fraudulent, negligence, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based on, relating to, concerning or arising out of the Data Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.28. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.21 “Released Entities” means Defendant and the Related Entities.

1.22 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all persons with California mailing addresses who were mailed a letter sent from Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) County’s County Board of Supervisors and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.25 “Settlement Website” means the website described in ¶ 3.2(c).

1.26 “Settling Parties” means, collectively, Defendant and Plaintiff individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the Settlement Class Members, substantially in the form shown as **Exhibit A**. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, costs, and expenses and service award, and the date of the Final Fairness Hearing (as defined in ¶ 3.4 below).

1.28 “Unknown Claims” means any of the Released Claims that Plaintiff does not know or suspect to exist in her favor at the time of the release of the Released Entities that, if known by her, might have affected her settlement with, and release of, the Released Entities. With

respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff intends to and expressly shall have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code §1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover facts in addition to, or different from, those she now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have and shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.29 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, Puerto Rico, and all territories.

1.30 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process described in ¶ 2.5.

2. Settlement Benefits

2.1 Expense Reimbursement.

(a) Ordinary Expenses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$500.00 per Settlement Class Member:

- (i) Unreimbursed cost to obtain credit reports;
- (ii) Unreimbursed fees relating to a credit freeze;
- (iii) Unreimbursed card replacement fees;
- (iv) Unreimbursed late fees;
- (v) Unreimbursed overlimit fees;
- (vi) Unreimbursed interest on payday loans taken as a result of the Data Incident;
- (vii) Unreimbursed other bank or credit card fees;
- (viii) Unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account;
- (ix) Unreimbursed long distance phone charges;
- (x) Unreimbursed cell phone charges (only if charged by the minute);
- (xi) Unreimbursed data charges (only if charged based on the amount of data used);
- (xii) Unreimbursed gasoline for local travel; and

- (xiii) Unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date of the Settlement, if purchased primarily as a result of the Data Incident.
- (xiv) Compensation for attested-to unreimbursed lost time (“Lost Time”) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the Data Incident, at the rate of \$25 per hour for up to 4 hours, a total of up to \$100.00. Compensation for lost time requires claimants to provide a short narrative description of the activities performed during the time claimed and their connection to the Data Incident, and attest that the time was spent dealing directly with the Data Incident.

Claims made for Lost Time can be combined with reimbursement for the above-referenced Ordinary Expenses and are subject to the single total aggregate cap of \$500.00 per Settlement Class Member in ¶ 2.1 above. Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator, and attest under penalty of perjury that the Out-of-Pocket Expenses are fairly traceable to the Data Incident, as described further in ¶ 2.2 below.

(b) Extraordinary Expenses. Settlement Class Members can also receive reimbursement for their documented unreimbursed extraordinary monetary out-of-pocket expenses as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following unreimbursed

extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud and that the loss was not reimbursed by any other source; (iii) the Settlement Class member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; (iv) provide reasonable documentation of the out-of-pocket losses claimed; and (v) that the claimed loss or expense occurred during the time period from September 19, 2022, through and including the end of the Claims Deadline.

Settlement Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online, on or before the 90th day after the date on which notice commences pursuant to ¶ 3.3 (the “Claims Deadline”). The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury.

Notarization shall not be required. The Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were both actually incurred and fairly traceable to the Data Incident and not otherwise reimbursed by another source. This documentation may include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. In assessing what qualifies as “fairly traceable,” the Claims Administrator may consider (i) the timing of when the loss occurred; (ii) the type of personal information involved in the Data Incident for that particular Settlement Class Member; (iii) whether the claimed losses pertain to remedying or preventing an identity theft or fraud incident likely to be associated with the release of the type of personal information for that particular Settlement Class Member involved in the Data Incident; and (iv) whether the Settlement Class Member experienced other data incidents or received notices of other data incidents during this time period. Failure to provide supporting documentation can result in denial of the claim. For the Lost Time claimed by Settlement Class Members, the Settlement Class Member must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of when the lost time happened and how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident.

To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. Claimants must exhaust all credit monitoring insurance and identity theft insurance before County is responsible for any expenses claimed pursuant to ¶ 2.1 of this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to provide for a

double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.2 Credit Monitoring Services. All Settlement Class members that complete the enrollment process within ninety (90) days of the Effective Date will be offered access to three-bureau credit monitoring for a period of two (2) years regardless of whether they previously enrolled in the credit monitoring previously offered by County. The credit monitoring services will be provided by Equifax, Inc through EAG.

2.3 Prospective Equitable Relief: Changes to Systems or Business Practices.

(a) In connection with these settlement negotiations, County has acknowledged (without any admission of liability), that it has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(b) County agrees to adopt and implement includes at least the following data security measures:

- (i) *Review of Policies and Procedures* – County will periodically review and revise its policies and procedures addressing data security as reasonably necessary.
- (ii) *Vulnerability Assessment* – County will agree to operate a vulnerability management program.
- (iii) *Firewall Implementation* – County will agree to place all Employment & Human Services Department systems

containing personally identifiable information (“PII”) behind firewalls.

- (iv) *Limit Remote Access* – County will agree to require two-factor authentication to be used for any remote network access where PII is stored.
- (v) *Alert on Suspicious Account Activity* – Subject to Board approval and financing, County’s Department of Information and Technology will make available, to all County departments, a system to alert on suspicious account activity (including administrator login attempts) in a reasonable time.
- (vi) *Implement Password Policies* – County will agree to implement a policy requiring default passwords to be changed to follow password policies that comply with best practices.
- (vii) *Employee Education and Training* – County will maintain a program to educate and train employees on the importance of the privacy and security of PII.

2.4 Confirmatory Discovery: Defendant represents that it has adopted and implemented additional data security measures following the Data Incident to further strengthen the security of its systems. Prior to seeking Final Approval of the Settlement, Defendant agrees to prepare a confidential written Declaration regarding the implementation of the Prospective Equitable Relief, including the dollar value cost to implement, test, and maintain the Prospective

Equitable Relief, which may be presented to the Court, *in camera*, upon request as part of the final approval process.

2.5 Dispute Resolution Process for Claims.

(a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has submitted a complete Claim Form with all the necessary information, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Data Incident. The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete.

(b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form. Before expiration of the twenty-one (21) day period in which the claimant may cure any defects identified in the request for Claim Supplementation, upon request and for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, *etc.*), the claimant may be given one (1) reasonable extension of the twenty-one (21) day deadline in which to comply, as determined by the Claims Administrator; however, in no event shall said deadline be extended for longer than sixty (60) days from the date of the request for Claim

Supplementation. If the defect is not timely cured, the claim will be deemed incomplete and thus invalid, and County shall bear no obligation to pay the claim.

(c) Following receipt of additional information requested by the Claims Administrator or in the event that no additional information is requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to assess the validity of the claim and either accept (in whole or at a lesser amount) or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be a Valid Claim and paid according to ¶ 8.2. If the Claims Administrator determines that such a claim is not valid, then the Claims Administrator may reject the claim without any further action.

(d) Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claim Administrator to accept or reject the determination regarding an award. If the Settlement Class Member approves the final determination, then the approved amount shall be the amount to be paid (pursuant to the process described in ¶ 8.2 and subject to the limitation in ¶ 2.5 (b)). If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.6 Settlement Expenses. All Costs of Claims Administration, including the costs of providing notice, as required under ¶ 3.2, and the costs of Dispute Resolution described ¶ 2.5, including all costs and expenses of the claims referee, shall be paid by County.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated

or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. **Order of Preliminary Approval, and Notice of Fairness Hearing**

3.1 As soon as practicable after the execution of the Settlement Agreement, Plaintiff's Counsel and counsel for Defendant shall jointly submit this Settlement Agreement to the Court, and Plaintiff's Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- (a) Certification of the Settlement Class for settlement purposes only;
- (b) Preliminary approval of the Settlement Agreement as set forth herein;
- (c) Appointment of Anderson Berry of Clayco C. Arnold, APC and Kenneth Grunfeld of Kopelowitz Ostrow as Class Counsel;
- (d) Appointment of Plaintiff Star Joshua as Class Representative;
- (e) Approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**.
- (f) Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which, together, with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the

settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, costs, and expenses, and the requested service award to Class Representative, and the date, time, and place of the Final Fairness Hearing (as defined in ¶ 3.4 below);

(g) Approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**; and

(h) Appointment of EAG as the Claims Administrator.

3.2 County shall pay for providing notice in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiff's Counsel, and service award to the Class Representative, as approved by the Court, shall be paid by County. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

(a) *Class Member Information*: Within twenty (20) days of entry of the Preliminary Approval Order, County shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, "Class Member Information") that County and/or the Released Entities possess.

(b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties, upon request by the Settling Parties (which request will only be made as needed to effectuate this Settlement Agreement), the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member

Information, and shall delete the Class Member Information when no longer needed to administer the settlement.

(c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and make available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Consolidated Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form and supporting documentation electronically.

(d) *Short Notice:* Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows:

(i) via direct mail to the postal address provided by Defendant and/or the Released Entities for the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

(ii) in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

(iii) in the event that, subsequent to the first mailing of a Short Notice, and prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs the skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice promptly, but in no event later than seven (7) days of receiving such information. Settlement Class members that are re-sent the Short Notice will be given ten (10) additional days to complete the Claim Form. This shall be the final requirement for mailing.

(e) *Supplemental Email Reminder Notice:* At least twenty-one (21) days prior to the Claims Deadline, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide a supplemental email reminder notice to the Settlement Class Members who have not yet submitted claims as of twenty-eight (28) days prior to the Claims Deadline.

(f) Publishing, on or before the date of the mailing of the Short Notice, the Claim Form and Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement website throughout the claim period;

(g) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members' questions. The Claims Administrator also will mail copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and

(h) Contemporaneously with seeking final approval of the Settlement, Class Counsel and counsel for Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and the claims period will close ninety (90) days from the commencement of notice.

3.4 Class Counsel and counsel for Defendant shall request that, after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Claims Administrator. The written notice must clearly manifest the Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the

Opt-Out Date, which shall be sixty (60) days after the date on which notice commences pursuant to ¶ 3.3.

4.2 The Claims Administrator shall draft a declaration to be filed with a motion for final approval that attaches copies of all opt-out forms that the Claims Administrator receives from Settlement Class Members.

4.3 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.4 In the event that, within fifteen (15) days after the Opt-Out Date, as approved by the Court, more than one percent (1%) of Settlement Class Members submit timely, valid Opt-Outs (exclusions), County may, by notifying Class Counsel and the Court in writing, terminate this Settlement Agreement. If County terminates the Settlement Agreement pursuant to this paragraph, County shall be obligated to pay all settlement expenses already incurred (excluding any attorneys’ fees, costs, and expenses of Class Counsel and Plaintiff’s Counsel and service award to Class Representative), and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.3. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information

identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed to the Claims Administrator at Contra Costa Data Incident Claims Administrator, P.O. Box 1188 Baton Rouge, LA 70821 no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2, and shall not be filed with the court.

5.2 The Claims Administrator shall draft a declaration to be filed with a motion for final approval that attaches copies of all objection forms that the Claims Administrator receives from Settlement Class Members.

5.3 The court will hear from any Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted a written objection per ¶ 5.1.

5.4 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 or to appear at the final approval hearing to object verbally shall waive and forfeit any and all rights he or she may have to object to the Settlement Agreement, and shall be

bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Settlement Class Members who do not opt-out of the settlement in accordance with Court approved opt-out procedures and deadlines are bound by the release set forth in ¶¶ 6.2 and 6.3 below.

6.2 The obligations incurred under this Settlement shall be in full and final disposition of the Litigation and of any and all Released Claims against all Released Entities.

6.3 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and, for the Plaintiff, Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7. Attorneys' Fees, Costs, and Expenses and Service Award to Plaintiff

7.1 County shall pay such attorneys' fees, costs, and expenses of Class Counsel in the Action as may be approved by the Court, provided that the total amount shall not exceed

one hundred and fifty thousand dollars (\$150,000.00). The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses and/or service award, as provided in ¶¶ 7.2 and 7.3, until after they agreed on all material terms of relief to the Settlement Class Members.

7.2 To facilitate the Parties' agreement on attorneys' fees, costs, and expenses and reimbursement in this Action, Plaintiff and his attorneys agree not to seek more than one hundred and fifty thousand dollars (\$150,000.00) in attorneys' fees, costs, and expenses, and Defendant agrees not to contest a request for attorneys' fees, costs, and expenses by Plaintiff and his attorneys, so long as the request does not exceed one hundred and fifty thousand dollars (\$150,000.00). County shall pay any award of attorneys' fees, costs, and expenses in addition to any settlement benefits provided to Settlement Class Members pursuant to this Settlement Agreement and the costs of Claims Administration, including the costs of notice, as required under ¶ 3.2, and the costs of Dispute Resolution required under ¶ 2.5 and separate and apart from any service award to Class Representative.

7.3 Defendants also agree not to contest a request for a service award up to two thousand and five hundred dollars (\$2,500.00) to the Class Representative, subject to Court approval. County shall pay any service award to Class Representative in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees, costs, and expenses. The Parties did not discuss or agree upon payment of incentive award to Class Representative until after they agreed on all material terms of relief to the Settlement Class Members.

7.4 County shall pay any attorneys' fees, costs, and expenses awarded by the Court as well as any service award to the Class Representative awarded by the Court pursuant to ¶¶ 7.1, 7.2, and 7.3 within forty-five (45) days after Effective Date of the Settlement. If the Final

Judgment is reversed or altered or if the Effective Date does not occur for any reason, Class Counsel shall repay the fees and costs awarded in accordance with subsequent orders or proceedings in the case.

7.5 County shall pay attorneys' fees, costs, and expenses and any incentive award to the Class Representative, as set forth above in ¶¶ 7.1-7.4, to Class Counsel via check made payable to "Arnold Law Firm." Class Counsel shall distribute the award of attorneys' fees, costs, and expenses among co-Class Counsel and the incentive award to Class Representative as stated herein or as modified by the Court.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the incentive award to Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, and expenses, and service award to Class Representative awarded by the Court to Class Counsel shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. At a minimum, Class Counsel and County shall be given bi-weekly reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration and dispute resolution issues. The Claims Administrator's and, if applicable, claims referee's

determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by County shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed by the Claims Administrator and postmarked either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise expressly agreed by the Settling Parties in a written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Defendant, Released Entities, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or Defendant's counsel based on determinations or distributions of benefits to Settlement Class Members or any other matters related to administration of claims and dispute resolution.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, Plaintiff's Counsel, and counsel for defendants.

8.6 The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Member of any payment or transfer made pursuant to this Agreement. Each Class Member shall be solely responsible for the federal, state,

and local tax consequences to him, her, they, or it of the receipt of funds pursuant to this Agreement.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing as required by ¶ 3.1;

(b) County has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

(c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

(d) the Judgment has become Final as defined in ¶ 1.11.

9.2 If any of the conditions specified in ¶ 9.1 is not satisfied, the Settlement Agreement shall be cancelled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Defendant mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1-6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or

Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, County shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement resolves all claims in the Litigation and shall not be deemed an admission of liability by Defendant or the Released Entities and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation

with competent legal counsel. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, liability or omission of any of the Released Entities in any civil, criminal, regulatory or administrative inquiry or proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or any similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Settlement Agreement, together with the exhibits attached hereto, contains the entire understanding between Defendant and Plaintiff regarding the settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between defendants and Plaintiff in connection with the payment of the settlement. Except as otherwise provided herein, each party shall bear its own costs. The Settlement Agreement supersedes all previous agreements between defendants and Plaintiff.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement (pursuant to the provisions of ¶ 10) on behalf of the Settlement Class that Plaintiff deems appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Settlement Agreement will be valid without the other party's prior written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used in the Settlement Agreement, "he" means "he, she, or it," "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days

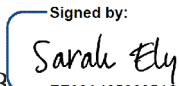
after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, Defendant shall have no obligation to make payments to the Settlement Class Member for expense and reimbursement under ¶ 2.1 or any other type of monetary relief. Any funds disbursed by Defendant for a voided check shall be paid to a mutually agreeable *cy pres* recipient to advance privacy interests, subject to this Court’s approval. Any re-issued checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” For checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored. All other provisions of this Agreement remain in full force and effect.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.15 Within 15 days of full execution of this Agreement, Class Counsel shall file a request for dismissal of all claims against Shorr without prejudice, which shall become a dismissal with prejudice upon the entry of the Court’s final judgment approving the Settlement. and a supporting declaration, pursuant to California Code of Civil Procedure § 3.770(a).

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the latest date set forth below.

AGREED TO BY:

Signed by:

B. EE09A49586054C3...
Defendant THE COUNTY OF CONTRA COSTA
Sarah Ely, Liability Claims Adjuster

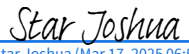
Dated: March 13, 2025

AND


Teresa C. Chow
tchow@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
Tel: (310) 820.8800

Counsel for Defendant
THE COUNTY OF CONTRA COSTA

Dated: March 13, 2025


By: Star Joshua (Mar 17, 2025 06:51 PDT)
Plaintiff STAR JOSHUA

Dated: Mar 17, 2025


M. Anderson Berry
aberry@justice4you.com
**CLAYEO C. ARNOLD,
A PROFESSIONAL CORP.**
865 Howe Avenue
Sacramento, CA 95825
Tel: (916) 777.7777

Dated: Mar 17, 2025

AND


Kenneth Grunfeld
grunfeld@kolawyers.com
KOPELOWITZ OSTROW, P.A.
One West Las Olas Blvd.
Fort Lauderdale, FL 33301
(953) 525.4100

Counsel for Plaintiff
STAR JOSHUA and the Class

Dated: March 17, 2025

EXHIBIT A

Court Approved Legal Notice

Star Joshua v. The County of Contra Costa, et al.
Case No. C23-01684 (Contra Costa Superior Court)

If You Received a Notice From The County of Contra Costa On or About May 10, 2023 Concerning a Data Incident, You May be Eligible For Benefits From a Class Action Settlement.

*A Court has authorized this notice. It is not a solicitation from a lawyer.
Para una notificación en Español, visitar www.XXXSettlement.com.*

A settlement has been reached in a class action lawsuit related to a September 20, 2022 email phishing incident that potentially resulted in unauthorized access to emails and attachments in two County of Contra Costa employee email accounts (the “Data Incident”). Upon learning of the Data Incident, Contra Costa secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two Contra Costa employees between September 19, 2022 and September 20, 2022.

Who Is Included? You are in the Settlement Class if you had a California address and were mailed a letter sent from the County of Contra Costa entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. This settlement is related to the Data Incident. An investigation determined that approximately 15,591 individuals were potentially impacted.

What Does The Settlement Provide? Settlement Class Members can claim:

(1) **Ordinary Expenses** of up to \$500 for reimbursement for documented expenses fairly traceable to the Data Incident, including **Lost Time**, at the rate of \$25 per hour for up to 4 hours, for a total of up to \$100.00, which can be combined with reimbursement for other Ordinary Expenses and are subject to the single total aggregate cap of \$500.00 per Settlement Class Member,

(2) **Extraordinary Expenses** of up to \$5,000 for reimbursement for certain documented losses resulting from actual identity theft or fraud, and

(3) Settlement Class Members may claim two (2) years of three-bureau **Credit Monitoring Services**.

To claim reimbursement for documented **Ordinary** and **Extraordinary Expenses**, you must provide related documentation with the Claim Form.

More information about the benefits provided by this settlement can be found in the Long Notice and Settlement Agreement available on the Settlement Website or by calling **1-XXX-XXX-XXXX**.

How To Get Benefits. The only way to receive benefits is to file a claim. To file your claim online, or to get a paper Claim Form, visit the website at **www.SettlementWebsite.com** or call **1-XXX-XXX-XXXX**. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before **XX, XX XXXX**.

Your Other Options. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendants for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by **XX, XX XXXX**. If you stay in the settlement, you may object to it by **XX, XX XXXX**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the Settlement Website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice.

The Final Fairness Hearing. The Court has scheduled a hearing in this case, *Star Joshua v. The County of Contra Costa, et. al.* Case No. C23-01684 (County of Contra Costa Superior Court), for **XX,XX, XXXX**, at **XX:XX a.m.**, to consider: whether to approve the settlement, service award, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at **www.SettlementWebsite.com**, or by calling toll free **1-XXX-XXX-XXXX**.

www.SettlementWebsite.com

1-XXX-XXX-XXXX

EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If You Received a Notice From The County of Contra Costa On or About May 10, 2023
Concerning a Data Incident, You May be Eligible For Benefits From a Class Action
Settlement.**

A court has authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement has been reached in a class action lawsuit known as *Star Joshua v. The County of Contra, et al.*, Case No. C23—01684, filed in the Superior Court of California for the County of Contra Costa.
- The class action lawsuit relates to the September 20, 2022 identification of an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two Contra Costa employee email accounts (the “Data Incident”). Upon learning of the Data Incident, Contra Costa secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two Contra Costa employees between September 19, 2022 and September 20, 2022. As part of its investigation of the Data Incident, Contra Costa determined that approximately 15,591 individuals were potentially impacted.
- The Settlement Class means all persons with California mailing addresses who were mailed a letter sent from Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. All Settlement Class Members can receive the following benefits from the Settlement: (i) up to \$500 for documented out-of-pocket expenses, which can be combined with attested-to unreimbursed lost time (“Lost Time”) at the rate of \$25 per hour for up to four (4) hours, (ii) reimbursement for documented extraordinary expenses of up to \$5,000, and (iii) access to three-bureau credit monitoring for a period of two (2) years from the effective date of the Settlement regardless of whether they previously enrolled in the credit monitoring previously offered by County. The credit monitoring services will be provided by Equifax through EAG Gulf Coast, LLC.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: MONTH DD, YYYY	You must submit a Valid Claim to receive benefits from this Settlement. If you submit a Claim Form, you will give up the right to sue The County of Contra Costa and Marc Shorr (“Defendants”) in a separate lawsuit about the legal claims this settlement resolves.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: MONTH DD, YYYY	Get out of the Settlement. Get no money. Keep your rights This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants for the claims this settlement resolves. If you exclude yourself, you will give up the right to receive settlement benefits from this settlement. Your request to exclude yourself must be postmarked no later than Month DD, YYYY .
OBJECT TO THE SETTLEMENT DEADLINE: MONTH DD, YYYY	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than Month DD, YYYY and mailed to the Claims Administrator.
GO TO THE FINAL FAIRNESS HEARING DATE: MONTH DD, YYYY	You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the settlement. The Court will hear from any Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted a written objection
DO NOTHING	If you do nothing, you will not receive settlement benefits and you will give up your rights to sue the Defendants and certain Released Parties for the claims this settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at www.SettlementWebsite.com, or call 1-XXX-XXX-XXXX.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

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23. What happens if I do nothing?

GETTING MORE INFORMATION..... PAGE 9

24. Are more details about the settlement available?
25. How do I get more information?

Questions? Go to www.SettlementWebsite.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this notice being provided?

The Court authorized this notice because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the settlement. If the Court approves the settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the settlement allows. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of California for the County of Contra Costa. The case is known as *Star Joshua v. The County of Contra Costa, et al.*, Contra Costa Superior Court Case No. C23—01684 (the “Litigation”). The individual who filed the lawsuit is called the Plaintiff and the entity and individual Plaintiff sued are called the Defendants. Plaintiff and Defendants agreed to this settlement.

2. What is this lawsuit about?

The lawsuit claims that the County of Contra Costa (“County” or “Contra Costa”) and Marc Shorr (“Shorr”), in his official capacity, referred to in this notice as (the “Defendants”), were responsible for the Data Incident. The person who sued is called the “Plaintiff”.

The lawsuit claims that on September 20, 2022, Contra Costa identified an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two Contra Costa employee email accounts. Upon learning of the Data Incident, Contra Costa secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two Contra Costa employees between September 19, 2022 and September 20, 2022. As part of its investigation of the Data Incident, Contra Costa determined that approximately 15,591 individuals were potentially impacted.

Defendants deny any and all of the claims, causes of action, and contentions alleged against them, individually and collectively, in the Litigation. Defendants deny all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Star Joshua) sue on behalf of people who have similar claims. Together, all these people are called Settlement Class Members or Members. One court and one judge resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”), the “Class Representative” appointed to represent the Class, and the attorneys for the Class (“Class Counsel”, see question 16) think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are affected by the Settlement and in the Settlement Class if you had a California mailing address and were mailed a letter sent from the Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. If you have any questions as to whether you are a Settlement Class Member, you may contact the Claims Administrator by calling [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX), by emailing info@SettlementWebsite.com, or by visiting www.SettlementWebsite.com.

6. Are there exceptions to being included in the settlement?

Yes. The Settlement Class specifically excludes: (i) County’s County Board of Supervisors and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The proposed Settlement will provide the following benefits to Class Members:

Expense Reimbursement

- 1. Documented Out of Pocket Expense Reimbursement (Ordinary Expenses):** All Settlement Class Members are eligible for reimbursement for the following documented expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$500.00 per Settlement Class Member: (i) unreimbursed cost to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (iv) unreimbursed overlimit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed other bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed long distance phone charges; (x) unreimbursed cell phone charges (only if charged by the minute); (xi) unreimbursed data charges (only if charged based on the amount of data used); (xii) unreimbursed gasoline for local travel; and (xiii) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date of the Settlement, if purchased primarily as a result of the Data Incident.

(xiv) Compensation for attested-to unreimbursed lost time (“**Lost Time**”) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the Data Incident, at the rate of \$25 per hour for up to 4 hours, a total of up to \$100.00. Compensation for lost time requires claimants to provide a short narrative description of the activities performed during the time claimed and their connection to the data incident, and attest that the time was spent dealing directly with the Data Incident.
- 2. Documented Extraordinary Loss Reimbursement (Extraordinary Expenses):** Settlement Class Members can also receive reimbursement for their documented unreimbursed extraordinary monetary out-of-pocket expenses as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following unreimbursed extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud and that the loss was not reimbursed by any other source; (iii) the Settlement Class member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; (iv) provide reasonable documentation of the out-of-pocket losses claimed; and (v) that the claimed loss or expense occurred during the time period from September 19, 2022, through and including the end of the Claims Deadline.

Credit Monitoring Services: All Settlement Class members will be offered access to three-bureau credit monitoring for a period of two (2) years from the effective date of the Settlement regardless of whether they previously enrolled in the credit monitoring previously offered by County. The credit monitoring services will be provided through **EAG Gulf Coast, LLC**.

Prospective Equitable Relief - Changes to Systems or Business Practices: In connection with these settlement negotiations, the County has acknowledged (without any admission of liability), that it has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future. In addition, the County agrees to adopt and implement certain data security measures.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the settlement?

To qualify for settlement benefits, you must complete and submit a Claim Form. You may submit a claim form online at **www.SettlementWebsite.com** and follow the instructions. Online Claim Forms must be submitted by **Month DD, YYYY**. You may also download a paper Claim Form on the Settlement Website or call the Claims Administrator at **1-XXX-XXX-XXXX** to request a paper Claim Form be mailed to you. Claim Forms sent by mail must be by **postmarked by Month DD, YYYY** to: **Contra Costa Data Incident Claims Administrator** P.O. Box **XXXX** Baton Rouge, LA 70821

If you have questions about the claim submission process you may call the Claims Administrator at **1-XXX-XXX-XXXX** or visit **www.SettlementWebsite.com** for more information.

9. How will claims be decided?

The Claims Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

10. When will I get my payment?

The Court will hold a Final Fairness Hearing at **XX:XX am** on **Month DD, YYYY** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want to receive benefits, you must submit a Claim Form online or postmarked by **Month DD, YYYY**.

12. What am I giving up as part of the settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendants and Related Entities (“Released Entities”) for the claims being resolved by this settlement. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 16 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue Defendants about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I still get payment from the settlement?

No. If you exclude yourself from the settlement, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself from the settlement, you give up any right to sue Defendants (and any other Related Entities) for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for payment.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send written notice by mail stating that you want to be excluded from the settlement in *Star Joshua v. The County of Contra Costa, et al.* Your letter must include your name, address, and signature. Your letter must also clearly manifest your intent to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than **Month DD, YYYY** to:

Contra Costa Data Incident Claims Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed M. Anderson Berry of Clayco C. Arnold, APC and Kenneth Grunfeld of Kopelowitz Ostrow, P.A. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You

will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses in an amount not to exceed one hundred and fifty thousand dollars (\$150,000.00). Defendants agree not to contest so long as the request does not exceed one hundred and fifty thousand dollars (\$150,000.00). The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel. Defendants also agree not to contest a request for a Service Award of up to two thousand and five hundred dollars (\$2,500.00) to the Class Representative, subject to Court approval.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an Objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- (iii) written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Your Objection must be mailed to the claims administrator by First-Class mail, and postmarked no later than **Month DD, YYYY**, to:

Contra Costa Data Incident Claims Administrator

P.O. Box **XXXX**

Baton Rouge, LA 70821

19. What is the difference between objecting to and excluding myself from the settlement?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this settlement. If you exclude yourself from the settlement, you have no basis to object or submit a Claim Form because the settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the settlement.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing at **XX:XX** a.m. on **Month DD, 2024**, in the Superior Court of California for the County of Contra Costa, **INSERT the Court's Physical Address and Courtroom**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees and Expenses to Class Counsel and the request for a service award to the Class Representative.

21. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Fairness Hearing?

The Court will hear from any Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted a written objection

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any benefit from this settlement. If the Court approves the settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Related Entities based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. Are more details about the settlement available?

Yes. This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at **www.SettlementWebsite.com**, or by writing to the **Contra Costa Data Incident Claims Administrator**, P.O. Box **XXXX**, Baton Rouge, LA 70821.

25. How do I get more information?

Go to **www.SettlementWebsite.com**, call **1-XXX-XXX-XXXX**, or write to Contra Costa Data Incident Claims Administrator, P.O. Box **XXXX**, Baton Rouge, LA 70821.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the settlement or claims process***

EXHIBIT C

Contra Costa Data Incident Claims Administrator
PO Box XXXX
Baton Rouge, LA, 70821

**Your Claim Form Must Be Submitted
On or Before [DATE]**

In Re: Star Joshua v. The County of Contra Costa, et al.

In the Superior Court of Contra Costa County, California
(Case No. C23-01684)

Claim Form

This claim form should be filled out online or submitted by mail if you received a notice entitled "NOTICE OF DATA BREACH" on or about May 10, 2023 concerning the September 20, 2022 identification of an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two County of Contra Costa employee email accounts (the “Data Incident”). The potential benefits include (a) up to \$500 in documented, ordinary expenses and up to four (4) hours of time at \$25 per hour (\$100 total) reasonably spent responding to the Data Incident; (b) up to \$5,000 in reimbursement for documented extraordinary expenses related to the Data Incident; and (c) two years of additional Credit Monitoring Services. You may get a payment or other benefit if you timely fill out and submit this claim form, if the settlement is approved, and if you are found to be eligible for a payment or other benefit.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE#] for more information.

If you wish to submit a claim for a settlement payment or Credit Monitoring Services, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by [CLAIMS DEADLINE].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

1. CLASS MEMBER INFORMATION.

First Name*																		Middle Initial			
Last Name*																		Suffix			
Primary Address*																					
Apt/Floor/Suite																					
City*																		State*		Zip Code*	
Current Email Address*																					
Current Phone Number																		Settlement Claim ID*			

If your current address is outside the United States, please complete this claim form online at [WEBSITE] and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

Your Settlement Claim ID is printed on the notice you received in the mail. If you no longer have your notice, contact the Claims Administrator at [TELEPHONE#]

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefit.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

2 a. Lost Time and Documented Ordinary Expenses

Ordinary Expenses and/or lost time incurred as a result of the Data Incident. This category is capped at \$500 and includes claims for lost time amounts under the cap. You must provide a description of the charges or time sought to be reimbursed.

☐ **I incurred Documented Ordinary Expenses fairly traceable to the Data Incident.**

All Settlement Class Members are eligible for reimbursement for the following documented expenses fairly traceable to the Data Incident. **You must provide supporting documentation:**

(i) Unreimbursed cost to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed overlimit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed other bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed long distance phone charges; (x) unreimbursed cell phone charges (only if charged by the minute); (xi) unreimbursed data charges (only if charged based on the amount of data used); (xii) unreimbursed gasoline for local travel; and (xiii) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date of the Settlement, if purchased primarily as a result of the Data Incident.

Describe the expense, why you believe that it is related to the Data Incident, and provide as much detail as possible about the date you incurred the expense(s) and the company or person to whom you had to pay it. Please provide copies of any statements, receipts, invoices, or other documentation supporting your claim. The Claims Administrator may contact you for additional information before processing your claim.

Example: Identity Theft Protection Service	0 7 - 1 7 - 2 0 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 2 - 3 0 - 2 1 MM DD YY	\$25.00	Copy of the professional services bill
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	 MM DD YY	\$ •	
	- - MM DD YY	\$ •	
	- - MM DD YY	\$ •	

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

☐ **I am claiming Unreimbursed Lost Time for time spent dealing with the Data Incident**

Examples –You spent an hour contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Incident. Recovery for this category is paid out at \$25/hour, for up to four (4) hours.

☐ 1 Hours ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours

Explanation of Time Spent (Identify what you did by activity and why)

☐ I attest that I incurred the lost time claimed above and that this time was spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the Data Incident.

2 b. Extraordinary Expenses

☐ I incurred Extraordinary Expenses as a result of the Data Incident that occurred between September 19, 2022 and the **Claims Deadline**. This category is capped at \$5,000.

Settlement Class Members are eligible to receive reimbursement for the following unreimbursed extraordinary out-of-pocket expenses, which include, but are not limited to (**You must provide supporting documentation**):

(i) Documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

Total amount for this category:

\$

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Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)

Describe the extraordinary expense, why you believe that it is related to the Data Incident, and provide as much detail as possible about the date you incurred the expense(s) and the company or person to whom you had to pay it. Please provide copies of any statements, receipts, invoices, or other documentation supporting your claim. You may mark out any transactions that are not relevant to your claim before sending in the documentation. The Claims Administrator may contact you for additional information before processing your claim.

2 c. Credit Monitoring Services

- ☐ I wish to make a claim for an additional two (2) years of three-bureau Credit Monitoring Services from the effective date of the Settlement. Credit Monitoring Services will be provided through Equifax, Inc.

3. PAYMENT ELIGIBILITY INFORMATION.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature

Print

Date

REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case the Settlement Administrator needs to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

EXHIBIT D

1 M. Anderson Berry (SBN 262879)
2 Gregory Haroutunian (SBN 330263)
3 Brandon P. Jack (SBN 325584)
4 **CLAYEO C. ARNOLD**
5 **A PROFESSIONAL CORPORATION**
6 865 Howe Avenue
7 Sacramento, CA 95825
8 Telephone: 916.239.4778
9 Fax: 916.924.1829
10 *aberry@justice4you.com*
11 *gharoutunian@justice4you.com*
12 *bjack@justice4you.com*

13 Kenneth Grunfeld (*pro hac vice*)
14 **KOPELOWITZ OSTROW P.A.**
15 One West Olas Blvd.
16 Fort Lauderdale, FL 33301
17 Telephone: 954-525-4100
18 *grunfeld@kolawyers.com*

19 *Attorneys for Plaintiff and the Proposed*
20 *Settlement Class*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **COUNTY OF CONTRA COSTA**

23 STAR JOSHUA, individually and on behalf of
24 all others similarly situated,

25 Plaintiff,

26 v.

27 THE COUNTY OF CONTRA COSTA; MARC
28 SHORR, in his official capacity; and DOES 1
through 100, inclusive,

Defendants.

Case No. C23-01684

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Date: _____

Time: _____

Dept. 12

Hon. Charles S. Treat

1 WHEREAS, Plaintiff Star Joshua (“Plaintiff”), individually and as Class Representative on behalf
2 of a proposed Settlement Class, and Defendants County of Contra Costa (“County”) and Marc Shorr
3 (together with County, “Defendants” and, collectively with Plaintiff, the “Parties”), all by acting by and
4 through their respective counsel, have agreed, subject to Court approval, to settle this Action upon the
5 terms and conditions stated in the Settlement Agreement:

6 NOW, THEREFORE, based on the Settlement Agreement, all the files, records, and proceedings
7 herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held
8 to determine whether the proposed Settlement described in the Settlement Agreement and Release should
9 be finally approved as fair, reasonable, and adequate.

10 **IT IS HEREBY ORDERED THAT:**

11 1. All capitalized terms herein shall have the same meanings as those in the Settlement
12 Agreement.

13 2. This Court has personal jurisdiction over the subject matter of this action and the Parties,
14 including Plaintiff and all Settlement Class Members.

15 3. The Court preliminarily approves of the Settlement, including the notice program, finding
16 that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to
17 the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by
18 Defendants or a finding of the validity of any claims asserted in the action or of any wrongdoing or of any
19 violation of law by Defendants. Defendants shall maintain all rights to assert that, but for settlement
20 purposes, the action should not be certified as a class.

21 4. For purposes of determining whether the terms of the Settlement should be finally approved
22 as fair, reasonable and adequate, the following Settlement Class is preliminarily certified for settlement
23 purposes only:

24 all persons with California mailing addresses who were mailed a letter sent
25 from Defendant County entitled “NOTICE OF DATA BREACH” on or
26 about May 10, 2023.

1 5. Excluded from the Class are: (i) County's County Board of Supervisors and/or the Related
2 Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement
3 Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their
4 families and staff.

5 6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and
6 reasonable. In so finding, the Court holds that the proposed Settlement deserves approval pursuant to the
7 requirements of Cal. Civ. Proc. Code § 382 and that after notice has been provided and Settlement Class
8 Members have had the opportunity to consider the proposed Settlement and object, the Court must
9 determine whether final approval is warranted.

10 7. In so finding, the Court has considered several factors, including: (1) the benefit obtained;
11 (2) the risk, expense, and likely duration of further litigation; and (3) the recommendation of experienced
12 counsel. The Court has also considered: (1) Plaintiff's case and the risks, expenses, complexity, and
13 duration of continued litigation if settlement is not approved, (2) Class Counsel's estimation of the
14 maximum realistic recovery, (3) the amount offered in Settlement favors approval, (4) extent of discovery
15 completed and the stage of the proceedings and (5) the recommendations of experienced counsel support
16 Preliminary Approval.

17 8. The Court finds the Settlement is the result of extensive, arms' length negotiations,
18 sufficient investigation and discovery have been conducted, and Class Counsel is experienced in similar
19 litigation. Accordingly, the Settlement satisfies the *Dunk/Kullar* factors because it is fair, reasonable and
20 adequate and confers substantial benefits on the Settlement Class.

21 9. The Court finds that, for purposes of settlement:

- 22 a. the number of members of the Settlement Class is so numerous that joinder is
23 impracticable;
- 24 b. There are questions of law and fact common to the members of the Settlement
25 Class;
- 26 c. The claims of the Plaintiff are typical of the claims of the members of the Settlement
27 Class; the Plaintiff is an adequate representative for the Settlement Class, and has
28 retained experienced and adequate Class Counsel;

- 1 d. The questions of law and fact common to the members of the Settlement Class
2 predominate over any questions affecting any individual members of the Settlement
3 Class; and
4 e. a class action is superior to the other available methods for the fair and efficient
5 adjudication of the controversy.

6 10. For purposes of settlement only, the Court finds and determines that Plaintiff Star Joshua
7 will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the
8 action, and appoints her as Class Representative, and the following attorneys are preliminarily appointed
9 as Class Counsel for the Settlement Class: Anderson Berry of Clayeo C. Arnold, APC and Kenneth
10 Grunfeld of Kopelowitz Ostrow.

11 11. The Parties have selected EAG Gulf Coast, LLC (“EAG”) to serve as the Settlement
12 Administrator. The Court hereby approves of and appoints EAG as the Claims Administer and directs it
13 to commence the notice program and to otherwise comply with all obligations of the Claims Administrator
14 as outlined in the Settlement Agreement.

15 12. The Parties have prepared the Notices, which are attached to the Settlement Agreement as
16 Exhibits A and B. The Court preliminarily finds that the notice provided to Settlement Class Members is
17 the best practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class
18 Members of the pendency of the action and of their right to object or to exclude themselves from the
19 Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class
20 Members entitled to receive notice.

21 13. The Court has carefully reviewed and hereby approves the notices as to form and content
22 and directs that they be without material alteration unless otherwise modified by agreement of the Parties
23 and approved by the Court. The Court directs that the notice be sent to the Settlement Class in the manner
24 outlined in the Settlement Agreement.

25 14. Settlement Class Members who wish to opt-out of the settlement and exclude themselves
26 from participation may do so by submitting timely and valid requests at any time before the Opt-Out Date,
27 sixty (60) days after the date on which notice commences. The process to opt out is set forth in the
28 Settlement Agreement and in the notices. Settlement Class Members who opt-out shall have no rights

1 under the settlement, shall not share in any Settlement Benefits, and shall not be bound by the Settlement
2 or by any Final Approval Order and Judgment approving the settlement.

3 15. All Settlement Class Members who do not submit a timely, written request for exclusion
4 in the manner set forth in the notices and Settlement Agreement shall be bound by any Final Approval
5 Order and Judgment entered, even if such Settlement Class Members never received actual notice of this
6 action or the Settlement. If final approval of the Settlement is granted, they shall be barred, now and in
7 the future, from asserting any of the Released Claims against any Released Entities, as defined in the
8 Settlement Agreement.

9 16. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's
10 Attorneys' Fees, Costs, and Service Award to the Class Representative shall file any objections pursuant
11 to the requirements of this paragraph. To be considered, the objection must include: (i) the objector's full
12 name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as
13 a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g.,
14 copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the
15 objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the
16 identity of any and all counsel representing the objector in connection with the objection; (v) a statement
17 as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the
18 objector's signature and the signature of the objector's duly authorized attorney or other duly authorized
19 representative (along with documentation setting forth such representation); and (vii) a list, by case name,
20 court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed
21 an objection to any proposed class action settlement within the last three (3) years.

22 17. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service
23 Awards must be mailed to the Claims Administrator at Contra Costa Data Incident Claims Administrator,
24 P.O. Box XXXX Baton Rouge, LA 70821 no later than sixty (60) days after the date on which notice
25 commences, and shall not be filed with the court. If submitted by mail, an objection shall be deemed to
26 have been submitted when posted if received with a postmark date indicated on the envelope if mailed
27 first-class postage prepaid and addressed in accordance with the instructions. If submitted by private
28 courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping

1 label. The court will hear from any Settlement Class Member who attends the Final Approval hearing and
2 asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted
3 a written objection in accordance with this section.

4 18. In advance of the Final Fairness Hearing, the Claims Administrator shall prepare a
5 declaration to submit to the Court confirming that notice was completed in accordance with the terms of
6 the Settlement Agreement and providing the names of each individual in the Settlement Class who timely
7 and properly requested to opt out from the Settlement Class, indicating the number of objections received,
8 and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

9 19. The Court will hold a Final Fairness Hearing to consider the fairness, reasonableness, and
10 adequacy of the Settlement on _____, 2025, at _____ a.m./p.m. The Court will advise the
11 Parties in advance of the Final Fairness Hearing of the location of the hearing and if video conferencing
12 is available. The date and time of the Final Fairness Hearing will be set forth in the notices and published
13 on the Settlement Website.

14 20. During the Final Fairness Hearing, the Court will consider whether the Settlement should
15 be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final
16 Approval Order and Judgment approving the Settlement and dismissing this action on the merits, with
17 prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class
18 Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final
19 Fairness Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice
20 to Settlement Class members other than on the Settlement Website and the Court's docket.

21 21. The Court confirms the following schedule (which the court, upon showing of good cause
22 by the Parties, may extend any of the deadlines):
23
24
25
26
27
28

Deadline to Commence Notice Program	Within thirty (30) days of Preliminary Approval Order
Deadline to Substantially Complete Notice Program	Forty five (45) days from the commencement of notice
Deadline to file Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	Twenty one (21) days before the date of Final Fairness Hearing
Opt-out Period Ends	Sixty (60) days from the commencement of notice
Objection Period Ends	Sixty (60) days from the commencement of notice
Claim Form Deadline	Ninety (90) days from the commencement of notice
Final Fairness Hearing	<u> </u> , 2025, at <u> </u> a.m./p.m. (or such later date available on the Court's calendar)

22. The Court hereby stays all proceedings in this action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the terms of the Settlement Agreement.

IT IS SO ORDERED this day of , 2025.

HON. CHARLES S. TREAT

Copies furnished to:

All Counsel of Record