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12 *Attorneys for Plaintiff STAR JOSHUA individually*
13 *and on behalf of all others similarly situated*

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF CONTRA COSTA**
16

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

19 Plaintiffs,

20 vs.

21 THE COUNTY OF CONTRA COSTA,

22 Defendants.
23
24

Case No. C23-01684

*[Assigned for all purposes to Dept. 39, Judge
Edward G. Weil]*

25 **~~PROPOSED~~ ORDER FOR**
26 **PRELIMINARY APPROVAL OF CLASS**
27 **ACTION SETTLEMENT**
28

Date: 8/21/2025
Time: 9:00 A.M.
Dept.: 39

Action Filed: July 11, 2023
Trial Date: Not Set

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FILED
SEP 23 2025

S. LINDA CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By

Deputy Clerk

N. McCallister-Vila

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

7 WHEREAS, on July 10, 2025, after considering Plaintiff's Unopposed Motion for
8 Preliminary Approval of Class Action Settlement and all documents in support thereof, the Court,
9 in its ruling, raised two concerns about which it asked for supplemental information. Specifically,
10 the Court asked counsel to provide (1) some indication of the likely damages experienced by class
11 members and the likelihood that class members will actually submit claims, and (2) that counsel
12 address the requirements for *cy pres* payments as required by the Code of Civil Procedure §§ 382.4
13 and 384(b).

14 WHEREAS, on August 11, 2025, counsel filed the Supplemental Declaration of M.
15 Anderson Berry in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class
16 Action Settlement ("Supplemental Berry Declaration") which provided detailed information
17 regarding (1) an indication of likely damages suffered by class members and the likelihood that
18 class members will actually submit claims, including a list comparable claims rates in similar data
19 breach cases that received final approval with similar settlement structures to this matter; (2) the
20 identity of, and information pertaining to, the proposed *cy pres* recipient, the State Bar of
21 California's Greg E. Knoll Justice Gap Fund ("Justice Gap Fund"); and (3) addressing the
22 requirements for *cy pres* payments as required by the Code of Civil Procedure §§ 382.4 and 384(b).

23 WHEREAS, on August 13, counsel filed the Declaration of Teresa C. Chow Regarding
24 Fully Executed Amended Settlement Agreement, and Proposed *Cy Pres* Recipient- The State Bar
25 of California's Greg E. Knoll Justice Gap Fund ("Chow Declaration") addressing the requirements
26 for *cy pres* payments as required by the Code of Civil Procedure §§ 382.4 and 384(b), and attaching
27 the fully executed Amended Settlement Agreement which identifies the Justice Gap Fund as the
28 proposed *cy pres* recipient.

1 WHEREAS, on August 20, 2025, after considering the Supplemental Berry Declaration
2 and Chow Declaration and the attachments thereto, in its tentative ruling attached as Exhibit A,
3 the Court found that (1) the Supplemental Berry Declaration provides sufficient evidence of the
4 likelihood that class members will submit claims, at least for purposes of preliminary approval, (2)
5 the parties have identified the State Bar's "Justice Gap Fund," which qualifies as an organization
6 providing civil legal services to the indigent, and therefore qualifies, and (3) that counsel further
7 have attested that they have no problematic interest or association with the recipient.

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

12 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

10 7. In so finding, the Court has considered several factors, including: (1) the benefit
11 obtained; (2) the risk, expense, and likely duration of further litigation; and (3) the
12 recommendation of experienced counsel. The Court has also considered: (1) Plaintiff's case and
13 the risks, expenses, complexity, and duration of continued litigation if settlement is not approved,
14 (2) Class Counsel's estimation of the maximum realistic recovery, (3) the amount offered in
15 Settlement favors approval, (4) extent of discovery completed and the stage of the proceedings and
16 (5) the recommendations of experienced counsel support 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
19 similar litigation. Accordingly, the Settlement satisfies the *Dunk/Kullar* factors because it is fair,
20 reasonable and 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
23 is impracticable;
- 24 b. There are questions of law and fact common to the members of the
25 Settlement Class;
- 26 c. The claims of the Plaintiff are typical of the claims of the members of the
27 Settlement Class; the Plaintiff is an adequate representative for the
28 Settlement Class, and has retained experienced and adequate Class Counsel;

1 d. The questions of law and fact common to the members of the Settlement
2 Class predominate over any questions affecting any individual members of
3 the Settlement Class; and

4 e. A class action is superior to the other available methods for the fair and
5 efficient adjudication of the controversy.

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

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

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

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

25 14. Settlement Class Members who wish to opt-out of the settlement and exclude
26 themselves from participation may do so by submitting timely and valid requests at any time before
27 the Opt-Out Date, sixty (60) days after the date on which notice commences. The process to opt
28 out is set forth in the Settlement Agreement and in the notices. Settlement Class Members who

1 opt-out shall have no rights under the settlement, shall not share in any Settlement Benefits, and
2 shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the
3 settlement.

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

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

25 17. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and
26 Service Awards must be mailed to the Claims Administrator at Contra Costa Data Incident Claims
27 Administrator, P.O. Box 1188 Baton Rouge, LA 70821 no later than sixty (60) days after the date
28 on which notice commences, and shall not be filed with the court. If submitted by mail, an

1 objection shall be deemed to have been submitted when posted if received with a postmark date
2 indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with
3 the instructions. If submitted by private courier, an objection shall be deemed to have been
4 submitted on the shipping date reflected on the shipping label. The court will hear from any
5 Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his
6 or her objection regardless of whether that Settlement Class Member submitted a written objection
7 in accordance with this section.

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

14 19. The Court will hold a Final Fairness Hearing to consider the fairness,
15 reasonableness, and adequacy of the Settlement on February 5, 2026, at 9:00 a.m. The Court will
16 advise the Parties in advance of the Final Fairness Hearing of the location of the hearing and if
17 video conferencing is available. The date and time of the Final Fairness Hearing will be set forth
18 in the notices and published on the Settlement Website.

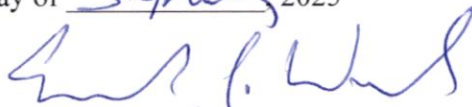
19 20. During the Final Fairness Hearing, the Court will consider whether the Settlement
20 should be approved as fair, reasonable, and adequate, and whether the Court should enter the
21 proposed Final Approval Order and Judgment approving the Settlement and dismissing this action
22 on the merits,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

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

Deadline to Commence Notice Program	Within thirty (30) days of Preliminary Approval Order
Deadline to 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	February 5, 2026, at 9:00 a.m.

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 22nd day of September 2025


HON. EDWARD G. WEIL

APPROVED AS TO FORM:

BAKER & HOSTETLER LLP



TERESA C. CHOW, Bar No. 237694

tchow@bakerlaw.com

THEODORE J. WEISS, Bar No. 287338

tweiss@bakerlaw.com

BAKER & HOSTETLER LLP

1900 Avenue of the Stars, Suite 2700

Los Angeles, CA 90067

Telephone: 310.820.8800

Facsimile: 310.820.8859

3 **PROOF OF SERVICE**
4 **[CCP §1013 et seq.]**

5 The undersigned declares:

6 I am employed in the County of Sacramento, State of California. I am over the age of 18
7 years and not a party to the within action; I am employed by Clayeo C. Arnold, PC, 865 Howe
8 Avenuc, Sacramento, CA 95825.

9 On the date set forth below, I served the foregoing document(s) described as:

10 **[PROPOSED] ORDER FOR PRELIMINARY APPROVAL**
11 **OF CLASS ACTION SETTLEMENT**

- 12 ☐ **by mail** on the following party(ies) in said action, in accordance with Code of Civil
13 Procedure § 1013(a), by placing a true copy thereof enclosed in a sealed envelope in a
14 designated area for outgoing mail, addressed as set forth below. At Boutin Jones Inc., mail
15 placed in that designated area is given the correct amount of postage and is deposited that
16 same day, in the ordinary course of business, in a United States mailbox in the City of
17 Sacramento, California;
- 18 ☐ **by overnight delivery** on the following party(ies) in said action, in accordance with Code of
19 Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with
20 delivery fees paid or provided for, and delivering that envelope to an overnight express
21 service carrier as defined in Code of Civil Procedure § 1013(c);
- 22 ☒ **by electronic transmission** in accordance with Code of Civil Procedure § 1010.6, to the
23 following party(ies) at the email address(es) indicated. The transmitting email address is
24 listed in the signature block below;
- 25 ☐ **by transmitting via Case Anywhere** electronic transmission the document(s) listed above
26 to the addressees listed below at the email addresses indicated:

27 addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed
28 below:

23 Kenneth Grunfeld (*pro hac vice*)
24 Kevin W. Fay (*pro hac vice* forthcoming)
25 **GOLOMB SPIRT GRUNFELD**
26 1835 Market Street, Suite 2900
27 Philadelphia, PA 19103
28 Telephone: 215.985.9177
kgrunfeld@golomblegal.com
kfay@golomblegal.com

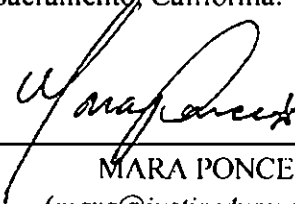
Counsel for Plaintiffs

1 TERESA C. CHOW, Bar No. 237694
2 *tchow@bakerlaw.com*
3 THEODORE J. WEISS, Bar No. 287338
4 *tweiss@bakerlaw.com*
5 **BAKER & HOSTETLER LLP**
6 1900 Avenue of the Stars, Suite 2700
7 Los Angeles, CA 90067
8 Telephone: 310.820.8800
9 Facsimile: 310.820.8859

**Counsel for Defendant
Contra Costa County**

10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. Executed on September 10, 2025 at Sacramento, California.

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MARA PONCE

(*mara@justice4you.com*)

EXHIBIT A

Superior Court of California, Contra Costa County

Department 39
925-608-1000
www.cc-courts.org



S. Lind
Court Executive Officer

MINUTE ORDER

STAR JOSHUA VS. THE COUNTY OF CONTRA COSTA

C23-01684

HEARING DATE: 08/21/2025

PROCEEDINGS: *HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL

CLERK: BROOKE POOL
COURT REPORTER: NOT REPORTED
BAILIFF: KIAN LAVASSANI

JOURNAL ENTRIES:

APPEARANCES:

No appearance by or for either party.

PROCEEDINGS:

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

TENTATIVE RULING:

In its tentative ruling issued for the July 10, 2025, hearing, the Court raised two concerns about which it asked for supplemental information:

First, counsel need to provide some indication of the likely damages experienced by class members, and the likelihood that class members actually will submit claims.

Second, counsel must address the requirements for cy pres payments as required by Code of Civil Procedure sections 382.4 and 384(b).)

As to the first request, the declaration of M. Anderson Berry provides sufficient evidence of the likelihood that class members will submit claims, at least for purposes of preliminary approval.

As to the second request, the parties have identified the State Bar's "Justice Gap Fund," which qualifies as an organization providing civil legal services to the indigent, and therefore qualifies. Counsel further have attested that they have no problematic interest or association with the recipient.

Accordingly, the Court finds that the settlement is sufficiently fair, reasonable, and adequate to allow final approval. The motion is granted. Counsel are directed to prepare an order reflecting this tentative ruling, the July 10, 2025 tentative ruling, the findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process

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should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented and for the filing of an amended judgment reflecting any funds distributed to the cy pres recipient. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

DATE: 8/21/2025

BY: /s/B. Pool

B. POOL, DEPUTY CLERK

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MINUTE ORDER

STAR JOSHUA VS. THE COUNTY OF CONTRA COSTA

C23-01684

HEARING DATE: 07/10/2025

PROCEEDINGS: *HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL

CLERK: BROOKE POOL
COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

Appearances:

Counsel: Teresa Chow appears via Zoom.
Counsel: Brandon Jack appears via Zoom.

Proceedings:

Virtual Hearing.
The following tentative ruling was issued by the Court and appearance was required by the Court.
The Court orders Counsel: Jack to submit a supplemental declaration to the Court no later than August 11 2025.
The matter is continued for Petitioner to address issues from the tentative ruling.
Counsel: Jack is to submit Amended Supplement Terms to the Court.
Notice is waived.

TENTATIVE RULING:

Plaintiff Star Joshua moves for preliminary approval of her class action settlement with defendant Contra Costa County. The case arises from an alleged "data incident."
Hearing required on two specified issues.

A. Background and Settlement Terms

The complaint alleges that on September 19 and 20, 2022, hackers gained access to two County employees' email accounts, the attachments to which included highly sensitive personally identifiable information ("PII").

The original complaint was filed on July 11, 2023. A First Amended Complaint was filed on August 30, 2023, and remains the operative complaint.

The parties engaged in early informal discovery and engaged a mediator. Informal discovery included identification of the number of affected persons, the categories of PII involved, and the number of notices to affected persons.

The proposed settlement would certify a class of 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. It includes approximately 15,591 members.

Class members will receive the following benefits: reimbursement of documented "extraordinary" economic losses up to \$5,000; reimbursement of documented "ordinary" losses up to \$500, and up to \$100 in "lost time" compensation (at a rate of \$25 per hour). In addition, class

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members may claim two years of credit monitoring and identity theft protections services. The county also will implement information security practice changes to reduce the risk of similar data incidents in the future.

"Ordinary" and "extraordinary" are defined in the agreement, with "extraordinary" having eight categories of expenses eligible for reimbursement. "Ordinary" losses are somewhat less demanding, including, but not limited to thirteen identified types of expenses that qualify. The difference appears to be that "extraordinary" expenses are intended to cover expenses that resulted from actual access to and misuse of PII in ways that had a direct cost to the class member. Any disputes about eligibility for reimbursement may be resolved by the settlement administrator.

The class will be given mail notice. A settlement website will be maintained, which can be used for filing reimbursement claims. Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. The class members will be required to file a claim. Class members may object or opt out of the settlement. The Settlement administrator would be Eisner Advisory Group. They estimate settlement costs at \$47,551.

The settlement contains release language covering "released claims," which are identified as "all past, present, and future claims and causes of action including, but not limited to any individual or class-wide causes of action...based on or relating to, concerning or arising out of the Data Incident." (Settlement, Par. 1.20.) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." *Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) Because all released claims must be related to the Data Incident, which is specially defined in the agreement and alleged in the First Amended Complaint, these requirements appear to be satisfied.

Where the administrator issues a check for expense reimbursement, "any funds disbursed by Defendant for a voided check shall be paid to a mutually agreeable cy pre recipient to advance privacy interests," subject to this Court's approval. (Par. 10.13.) Counsel have provided the Court with no material meeting the requirements for a cy pres distribution to a non-profit entity. Counsel must provide a declaration concerning the cy pres recipient that meets the requirements of Code of Civil Procedure section 382.4. In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided "to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]" Counsel also must attest that they do not have any pecuniary interest in the cy pres recipient, and must "notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class." (CCP § 382.4.) The Court understands that the payments here are unlikely to be large, and that the settlement provides that the recipient of the funds must be approved by the Court. Nonetheless these requirements must be established "in connection with the hearing for preliminary approval" of the settlement. (*Id.*)

Plaintiffs' counsel will seek, by motion, attorney's fees not to exceed \$150,000. The named plaintiff seeks a service award in the amount of \$2,500. These fees, plus the costs of claims

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administration and the costs of class notice, will be paid by the County.

The moving papers do not contain any discussion of the extent to which any individual's information actually was accessed and the nature of their damages. Nor is there any discussion of the extent to which class members actually are likely to file claims, which would presumably be addressed by experience with similar settlements.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff will seek no more than \$150,000 in attorney's fees. The basis for this amount is not stated. Often in class actions, the amount sought is a percentage of a common fund. There is no identified fund here, however. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Under these circumstances, it appears that a lodestar analysis would be appropriate. The Court also notes that two firms will split the fee equally, which has been agreed to by the class representative. This would appear to comply with Rules of Professional Conduct Rule 1.5.1.

Similarly, the requested representative payment of \$2,500 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court has two concerns that need to be addressed, each of which is noted above.

First, counsel need to provide some indication of the likely damages experienced by class

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S. Lind
Court Executive Officer

members, and the likelihood that class members actually will submit claims.

Second, counsel must address the requirements for cy pres payments as required by Code of Civil Procedure sections 382.4 and 384(b).)

The Court does not foresee any other barriers to preliminary approval. If approval is ultimately granted, counsel will be directed to prepare an order reflecting this tentative ruling, in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

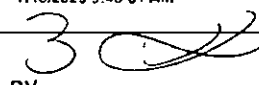
FUTURE HEARING(S):

AUGUST 21, 2025 9:00 AM

HEARING ON MOTION

DEPARTMENT 39

7/10/2025 9:48:01 AM

BY: 

DATED: 7/10/2025

B. POOL, DEPUTY CLERK