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Attorneys For Representative Plaintiffs

FILED
Superior Court of California
County of Los Angeles
09/15/2025

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARLI RODRIGUEZ, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

CITY OF HOPE, a California Corporation, and
Does 1 through 100, inclusive,

Defendants.

Lead Case No. 24STCV09935

Consolidated with

No. 24STCV14723

No. 24STCV20862

No. 24STCV20488

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

JUDGE: Hon. David S. Cunningham III

DATE: September 15, 2025

TIME: 10:30 a.m.

DEPT.: 11

1 WHEREAS, the above-styled Action was filed on April 19, 2024;

2 WHEREAS, Plaintiffs Graciela Rodriguez, Pamela Krause, Lynsey Saurenmann, Samuel
3 Tsou, Christopher Mastro, Laura Delapaz, Tammy Julian, Brian Ridley, Patricia Lopez, Jason
4 Singleton, John Sjodin, Joseph De Rivera, Irwin Ojeda, d'Amileau Baulk, Maxfield Manley, L.E.,
5 and Danicia Haskins ("Plaintiffs"), individually and on behalf of themselves and the proposed
6 Settlement Class, have entered into a Settlement Agreement resolving the Action, subject to Court
7 approval;

8 WHEREAS, the Action was settled as a result of arm's length negotiations, investigation,
9 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
10 are experienced in similar litigation; and

11 WHEREAS, Plaintiffs, the Proposed Class Representatives, have moved the Court for
12 entry of an order preliminarily approving the Settlement, conditionally certifying the Settlement
13 Class for settlement purposes only, and approving the form and method of notice upon the terms
14 and conditions set forth in the Settlement, together with all exhibits thereto.

15 WHEREAS, the Court having considered the Settlement, together with all exhibits thereto
16 and records in this case, and the arguments of counsel and for good cause appearing, hereby orders
17 as follows:

18 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

19 1. Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement
20 is GRANTED. The terms defined in the Settlement shall have the same meaning in this Order.

21 2. Having made the finding set forth below, the Court conditionally certifies the
22 following Class for settlement purposes only:

23 All 774,038 individuals whose Private Information was involved in the Data
24 Security Incident that is the subject of the Notice of Data Breach that was
25 sent to Plaintiffs and Class Members on or around April of 2024 and
thereafter.

26 3. Excluded from the Settlement Class are the Court and members of its immediate
27 family as well as the Court's staff, Defendant and its subsidiaries, parent companies, successors,

1 predecessors, and any entity in which Defendant has a controlling interest, and natural persons
2 who timely and validly request exclusion from the Settlement Class as well as the successors or
3 assigns of any such excluded natural person.

4 4. For settlement purposes only, with respect to the Settlement Class, the Court
5 preliminarily finds the prerequisites for a class action pursuant to California Code of Civil
6 Procedure 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
7 individual Settlement Class members in a single proceeding is impracticable; (b) questions of law
8 and fact predominate over any potential individual questions; (c) the claims of the named Plaintiffs
9 are typical of the claims of the Settlement Class; (d) the named Plaintiffs and proposed Class
10 Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class
11 action is the superior method to fairly and efficiently adjudicate this controversy.

12 5. The Court hereby appoints Plaintiffs Graciela Rodriguez, Pamela Krause, Lynsey
13 Saurenmann, Samuel Tsou, Christopher Mastro, Laura Delapaz, Tammy Julian, Brian Ridley,
14 Patricia Lopez, Jason Singleton, John Sjodin, Joseph De Rivera, Irwin Ojeda, d'Amileau Baulk,
15 Maxfield Manley, L.E., and Danicia Haskins as Class Representatives for the Settlement Class.

16 6. The Court hereby appoints Raina C. Borrelli of Strauss Borrelli, PLLC, Jason
17 Wucetich of Wucetich & Korovilas LLP, and John J. Nelson of Milberg Coleman Bryson Phillips
18 Grossman, LLC as Class Counsel.

19 **II. PRELIMINARY APPROVAL**

20 7. The terms of the Settlement, including its proposed release, are preliminarily
21 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
22 providing notice of the Settlement to the Settlement Class in accordance with the Notice Plan, and
23 are subject to further and final consideration at the Final Approval Hearing provided for below. In
24 making this determination, the Court considered the fact that the Settlement is the product of arm's
25 length negotiations conducted by experienced and knowledgeable counsel, the current posture of
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1 the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of
2 continuing litigation to the Parties and the Settlement Class.

3 8. As provided for in the Settlement, if the Court does not grant final approval of the
4 Settlement, or if the Settlement is terminated or cancelled in accordance with its terms, then the
5 Settlement, the conditional certification of the Settlement Class for settlement purposes only
6 provided for herein, will be vacated and the Action shall proceed as though the Settlement Class
7 had never been conditionally certified for settlement purposes only, with no admission of liability
8 or merit as to any issue, and no prejudice or impact as to any party's position on the issue of class
9 certification or any other issue in the case.

10 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

11 9. The Court appoints Kroll, as the Settlement Administrator. The responsibilities of
12 the Settlement Administrator are set forth in the Settlement Agreement.

13 10. The Court has considered the Notice provisions of the Settlement, the Notice Plan
14 set forth in the Declaration of Scott M. Fenwick of Kroll Settlement Administration (the "Notice
15 Plan"), and the Detailed Notice and Summary Notice, attached as Exhibits C and B of the
16 Settlement, respectively. The Court finds that the direct emailing of Notice in the manner set forth
17 in the Notice Plan is the best notice practicable under the circumstances, constitutes due and
18 sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full
19 compliance with applicable law and due process. The Court approves as to form and content the
20 Detailed Notice and Summary Notice in the forms attached as Exhibits C and B, respectively, to
21 the Settlement. The Court orders the Settlement Administrator to commence the Notice Plan
22 following entry of this Order in accordance with the terms of the Settlement.

23 11. The Court approves as to form and content the Claim Form attached as Exhibit A
24 to the Settlement.

25 12. Settlement Class Members who qualify for and wish to submit a Claim Form under
26 the Settlement shall do so in accordance with the requirement and procedures of the Settlement
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1 and the Claim Form under which they are entitled to seek relief. The Claims deadline is 90 days
2 after the Notice Date. All Settlement Class Members who fail to submit a claim in accordance with
3 the requirements and procedures of the Settlement and respective Claim Form shall be forever
4 barred from receiving any such benefit but will in all other respects be subject to and bound by the
5 provisions of the Settlement and the releases contained therein.

6 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

7 13. Each person wishing to opt out of the Settlement Class must sign and timely mail
8 written notice of such intent to the designated address established by the Settlement Administrator.
9 The written notice must clearly manifest an intent to be excluded from the Settlement Class. To be
10 effective, written notice must be postmarked no later than 60 days after the Notice Date.

11 14. Persons who submit valid and timely notices of their intent to be excluded from the
12 Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

13 15. Persons falling within the definition of the Settlement Class who do not timely and
14 validly request to be excluded from the Settlement Class shall be bound by the terms of the
15 Settlement, including its releases, and all orders entered by the Court in connection therewith.

16 **V. OBJECTIONS**

17 16. Each Settlement Class Member desiring to object to the settlement must submit a
18 timely written notice of his or her objection to the Settlement Administrator and counsel for both
19 Parties at the stated addresses in the Settlement Agreement. Such notice must include: (a) the
20 objector's full name, current mailing address, current telephone number, and the objector's unique
21 Settlement Class Member identifier; (b) documentation sufficient to establish membership in the
22 Settlement Class, such as a copy of the Class Notice that he or she received; (c) a statement of the
23 specific factual and legal grounds for the objection; (d) identification of all counsel representing
24 the Settlement Class Member and, if any exists, such counsel's address and telephone number; (e)
25 a list, including case name, court, and docket number, of all other cases in which the objector
26 and/or the objector's counsel has filed an objection to any proposed class action settlement in the
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1 past five (5) years; (f) a statement regarding whether the objector (or his or her counsel) intends to
2 appear at the Final Approval Hearing; and (g) the objector's or his/her duly authorized
3 representative's signature.

4 17. To be timely, written notice of an objection in the appropriate form must be mailed
5 and postmarked no later than the Objection Date, 60 days after the Notice Date, to the Settlement
6 Administrator at the Address set forth in the Class Notice with a copy mailed to: (a) Raina C.
7 Borrelli at Strauss Borrelli PLLC, 980 N. Michigan Avenue, Suite 1610, Chicago, IL 60611; (b)
8 John J. Nelson at Milberg Coleman Bryson Phillips Grossman, PLLC, 280 S. Beverly Drive,
9 Beverly Hills, CA 90212; (c) Jason Wucetich at Wucetich & Korovilas LLP, 222 N. Pacific Coast
10 Highway, Suite 2000, El Segundo, CA 90245; (d) John A. Vogt at Jones Day, 3161 Michelson
11 Drive, Suite 800, Irvine, CA 92612.

12 18. Unless otherwise ordered by the Court, any Settlement Class Member who does not
13 timely object in the manner prescribed above shall be deemed to have waived all such objections
14 and shall forever be foreclosed from making any objection to the fairness, adequacy, or
15 reasonableness of the Settlement, including its releases, the Order and Judgment approving the
16 Settlement, and Class Counsels' motion for award of attorneys' fees, costs, and expenses and
17 named Plaintiffs' service awards.

18 **VI. THE FINAL APPROVAL HEARING**

19 19. The Court will hold a Final Approval Hearing on February 20, 2026 at 9:30 a.m.,
20 at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012,
21 Department 11, to consider: (a) whether certification of the Settlement Class for settlement
22 purposes only should be confirmed; (b) whether the Settlement should be approved as fair,
23 reasonable, adequate, and in the best interests of the Settlement Class; (c) the application by Class
24 Counsel for an award of attorneys' fees, costs, and expenses as provided for under the Settlement
25 Agreement; (d) the application for named Plaintiffs' service awards as provided for under the
26 Settlement Agreement; (e) whether the Release of Released Claims as set forth in the Settlement
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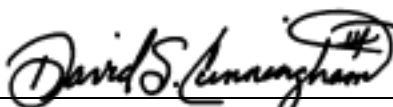
Agreement should be provided: (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g) ruling upon such other matters as the Court may deem appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

20. Plaintiffs shall file and serve Defendant by electronic mail their Motion for an Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards no later than thirty-five days prior to the Objection Deadline. No later than sixteen court days prior to the Final Approval Hearing, Plaintiffs shall file and serve Defendant by electronic mail their Motion for Final Approval of Class Action Settlement. No later than five court days prior to the Final Approval Hearing, Plaintiffs shall file their Reply Brief in Support of the Motion for an Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards, including as needed to respond to any valid and timely objections.

21. The Court adopts the following schedule for the remaining events in this case:

Event	Timing
Defendants to advance to the Settlement Administrator the costs of notice	Within thirty (30) calendar days after Entry of this Order
Defendants to Provide Claims Administrator with the list of Settlement Class Members	Within ten (10) business days after Entry of this Order
Notice Plan Commences	Within thirty (30) days after Entry of this Order
Deadline to file Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Award	At least thirty-five (35) days prior to the Objection Deadline
Objection Deadline	Sixty (60) days after the Notice Date
Opt Out Deadline	Sixty (60) days after the Notice Date
Claims Deadline	Ninety (90) days after the Notice Date
Final Approval Hearing	February 20, 2026 at 9:30 a.m.

DATED: 09/15/2025


HON. DAVID CUNNINGHAM III
JUDGE OF THE SUPERIOR COURT