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**FILED**  
Superior Court of California  
County of Los Angeles

**04/07/2026**

David W. Slayton, Executive Officer / Clerk of Court

By:                     A. He                     Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11 SUMNER DAVENPORT, DANIEL  
12 COHEN, and WILLIAM WOODWARD  
13 individually and on behalf of themselves  
14 and all others similarly situated,

15 Plaintiffs,

16 v.

17 LA FINANCIAL FEDERAL CREDIT  
18 UNION, d/b/a LA FINANCIAL

19 Defendant.

Case No. 24STCV24021

**[PROPOSED] AMENDED ORDER  
GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Theresa M. Traber  
Complaint Filed: September 17, 2024  
Trial Date: Not Set.

Hearing Date:  
Hearing Time:  
Dept: 47

Electronically Received 03/26/2026 10:49 AM

1 The motion by Plaintiffs Sumner Davenport, Daniel Cohen, and William Woodward  
2 (“Plaintiffs”), for preliminary approval of the parties’ proposed class action settlement agreement  
3 (the “Settlement Agreement”) came on for hearing before this Court on 2/13/26, ~~2025~~, at 10:30  
4 a.m. The Court, having considered all papers filed in connection with the motion, all argument of  
5 counsel, and, good cause appearing, hereby ORDERS as follows;

6 1. This Preliminary Approval Order incorporates the Settlement Agreement, and the  
7 terms used herein shall have the meanings and/or definitions given to them in the Agreement, as  
8 submitted to the Court with the Motion.

9 2. For purposes of the settlement and conditioned upon the settlement receiving final  
10 approval following the final approval hearing, this Court hereby conditionally certifies the  
11 Settlement Class, defined as: “All individuals residing in the United States whose PII was  
12 compromised in the Data Breach, including all those who received notice of the breach.”

13 3. The Court finds that, for the purposes of settlement: (a) the number of members of  
14 the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are  
15 questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs  
16 are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate  
17 representatives for the Settlement Class, and have retained experienced and adequate Class Counsel;  
18 (e) the questions of law and fact common to the members of the Settlement Class predominate over  
19 any questions affecting any individual members of the Class; and (f) a class action is superior to the  
20 other available methods for the fair and efficient adjudication of the controversy.

21 4. For the purposes of settlement only, the Court finds and determines that the named  
22 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their  
23 rights in the action and appoints Sumner Davenport, Daniel Cohen, and William Woodward as Class  
24 Representatives.

25 5. For purposes of settlement only, the Court appoints as Class Counsel: Carly C.  
26 Roman of Strauss Borrelli PLLC; John J. Nelson of Milberg Coleman Bryson Phillips Grossman,  
27 PLLC; and John Kristensen of counsel with Ellzey Kherkher Sanford Montgomery, LLP.

28 6. Epiq is appointed as Settlement Administrator. The Settlement Administrator shall

1 abide by the terms and conditions of the Settlement Agreement that pertain to settlement and claims  
2 administration.

3           7.       The Final Approval Hearing Date shall be 7/20/26, 2026 at 10:30 a.m. before the  
4 Honorable Theresa M. Traber, in Department 47 of the Superior Court of California for the County  
5 of Los Angeles, located at 111 N. Hill Street, Los Angeles, CA 90012, to consider and confirm as  
6 final: (a) the fairness, reasonableness and adequacy of the proposed Settlement Agreement; (b) any  
7 objections made by Settlement Class Member to the proposed Settlement Agreement; (c) whether  
8 the Settlement Agreement should be finally approved by this Court; (d) Class Counsel's motion for  
9 attorneys' fees, costs, and service awards for the named Plaintiffs and Class Representatives; and  
10 (e) such other matters as this Court may deem proper and necessary.

11           8.       Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award  
12 not later than fourteen days before the Objection Deadline, which is 60 days after the Settlement  
13 Administrator issues the class notice.

14           9.       Class Counsel are to file and serve the Motion for Final Approval 14 days before the  
15 Final Approval Hearing.

16           10.      The proposed form, timing, and methods of Class Notice described in the Settlement  
17 Agreement, including the summary notice and long form notice attached to the Settlement  
18 Agreement as Exhibits B and C and are hereby approved for the purpose of notifying the members  
19 of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date,  
20 and the rights of the members of the Settlement Class Member to exclude themselves or object to  
21 the settlement, and shall be sent to the members of the Settlement Class substantially in the forms  
22 approved. The parties may by mutual written consent make non-substantive changes to the notices  
23 without Court approval. The costs of giving notice to the members of the Classes shall be deducted  
24 from the common fund.

25           11.      The Settlement Administrator shall issue the Class Notice within 30 days after the  
26 entry of this Preliminary Approval Order, including by mail, e-mail, and website publication as set  
27 forth in the Settlement Agreement.

28           12.      The Long-Form Notice, Settlement Agreement, and Preliminary Approval Order

1 shall be posted on the settlement website created by the Claims Administrator.

2 13. Within seven days after the Opt-Out Period and Objection Deadline, the Claims  
3 Administrator shall furnish to Settlement Class Counsel and to Defendant's counsel a complete list  
4 of all timely and valid requests for exclusion and any valid Objections.

5 14. The Notice Plan, as set forth in the Settlement Agreement, is the best notice  
6 practicable, and is reasonably calculated, under the circumstances, to apprise the members of the  
7 Settlement Class of the pendency of this action and their right to participate in, object to, or exclude  
8 themselves from the settlement. This Court further finds that the summary and long form notices,  
9 as set forth in Exhibits B and C to the Settlement Agreement, are sufficient notice of the Final  
10 Approval Hearing date, the Settlement Agreement, the Motion for Final Approval and Motion for  
11 Fees, Costs, and Service Award, and other matters set forth in the Settlement Agreement, and that  
12 the Notice Plan fully satisfies due process of law to all persons entitled thereto.

13 15. Settlement Class Member who wish to exclude themselves from the Settlement Class  
14 for purposes of this Settlement may do so by submitting a request for exclusion to the Claims  
15 Administrator that is postmarked by 60 days after Settlement Administrator sends the Short-Form  
16 Notice. The request for exclusion must comply with the exclusion procedures set forth in the  
17 Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the  
18 Settlement Class shall timely submit written notice of such intent to the designated address set forth  
19 in the notice. The written notice must clearly manifest the intent to be excluded from the Settlement  
20 Class and must be signed by the Settlement Class member. A request for exclusion may not request  
21 exclusion of more than one member of the Settlement Class. Each opt-out must be individually  
22 submitted; mass opt-outs are not permitted.

23 16. Any member of the Settlement Class who timely requests exclusion consistent with  
24 these procedures may not file an objection to the Settlement Agreement and shall be deemed to have  
25 waived any rights or benefits under this Settlement Agreement. Settlement Class Member who fails  
26 to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement  
27 Agreement and the final Judgment.

28 17. Any member of the Settlement Class who has not timely filed a request for exclusion

1 may object to the granting of final approval to the settlement. Settlement Class Member may object  
2 on their own or may do so through separate counsel at their own expense.

3 18. Any written objection to the Settlement Agreement must: (a) state the Settlement  
4 Class Member's full name, current mailing address, unique identifier of the Settlement Class  
5 Member, and telephone number; (b) include proof that the Settlement Class Member is a member  
6 of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data  
7 Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify  
8 all counsel representing the Settlement Class Member, if any; (e) include a list, including case name,  
9 court, and docket number, of all other cases in which the objector and/or the objector's counsel has  
10 filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain  
11 a statement regarding whether the Settlement Class Member (or counsel of his or her choosing)  
12 intends to appear at the Final Approval Hearing. All objections must be emailed or postmarked to  
13 the Settlement Administrator on or before the Objection Deadline, as set forth above. Any  
14 Settlement Class Member who does not make their objections in the manner and by the date set  
15 forth in this paragraph shall be deemed to have waived any objections and shall be forever barred  
16 from raising such objections except and unless they personally appear at the Final Approval Hearing  
17 to orally state their objection.

18 19. All pretrial proceedings in this action are stayed and suspended until further order of  
19 this Court, except such actions as may be necessary to implement the Settlement Agreement.

20 20. In the event that the Settlement Agreement is terminated pursuant to its terms,  
21 disapproved by any court (including any appellate court), and/or not consummated for any reason,  
22 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for  
23 purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings  
24 regarding that class certification order, shall be automatically vacated upon notice of the same to the  
25 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to  
26 this Settlement Agreement and such findings had never been made, and the Action shall return to  
27 the procedural posture on the day before the Settlement Agreement was executed, in accordance  
28 with this paragraph.

