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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

MICHAEL ERAZO, MIGUEL OCHOA, JAMIE )  
MCDOLE, ALVARO GALVIS, ROSE )  
BECKER, KARLINA CHAVEZ, and )  
ELIZABETH MONTOYA on behalf of )  
themselves and all others similarly situated, )  
Plaintiffs, )

vs. )

THE REGENTS OF THE UNIVERSITY OF )  
CALIFORNIA, )  
Defendant. )

Lead Case No. RG21097796  
Consolidated and Related to: Case Nos.  
RG21107152, RG21107777

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: December 9, 2025  
Time: 2:30 p.m.  
Dept.: 21  
Reservation ID No.: 561047834633  
Action Filed: April 27, 2021  
Judge: Hon. Somnath Raj Chatterjee

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1 **I. INTRODUCTION**

2 Plaintiffs seek final approval of a Settlement<sup>1</sup> that would require The Regents of the University of  
3 California (“UC Regents,” “UC,” or “Defendant”) to pay \$5.8 million to create a non-reversionary cash  
4 fund to compensate Class Members and implement enhanced cybersecurity measures to safeguard the  
5 personal information of its students and employees. Consistent with the Court’s June 10, 2025 Order  
6 granting preliminary approval of Plaintiffs’ class action settlement (“Preliminary Approval Order”), the  
7 Claims Administrator sent email and postcard notice to 358,541 Class Members. The reaction of the class  
8 has been overwhelmingly favorable. More than 17,000 Class members have submitted valid claims for a  
9 current claims rate of 4.74%, with over a month left in the claim period.<sup>2</sup> There is only one objection and  
10 109 opt outs to date.

11 By submitting a simple claim that can be completed in minutes, Class Members will receive their  
12 payments. Each Class Member identified as potentially having had their medical information exposed will  
13 receive a payment of \$150 by simply submitting a claim form to confirm their contact information and  
14 payment method. In addition, all Class Members can submit claims for up to \$10,000.00 for reimbursement  
15 of out-of-pocket costs or documented time addressing instances of fraud or identity theft. And all Class  
16 Members who submit a claim will be eligible to receive a *pro rata* share of the remaining Net Settlement  
17 Fund, which is expected to exceed \$100 per claimant, based on current claim rates.

18 The Settlement was reached after more than two years of arm’s length negotiations supervised by  
19 experienced mediators Hon. Charles W. McCoy (Ret.) and Hon. Diane M. Welsh (Ret.). The Settlement  
20 follows a demurrer, two motions to strike Plaintiffs’ claim for statutory damages, extensive written  
21 discovery, work with experts on complex cybersecurity and economic damage issues, and five depositions.  
22 This well-developed record gave Plaintiffs’ counsel a thorough understanding of the strengths and  
23 weaknesses of the Parties’ respective positions in the course of their settlement strategy and negotiations.  
24  
25

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26 <sup>1</sup> Unless otherwise noted, capitalized terms have the meaning ascribed to them in the operative  
27 Settlement Agreement, filed as Exhibit A to Plaintiffs’ Supplemental Brief in Support of Preliminary  
28 Approval of Class Action Settlement.

<sup>2</sup> The deadline to submit a claim is October 20, 2025.

1 The Settlement is an excellent result for the Class, as continued litigation carried the risk of a  
2 lesser recovery or none at all. UC Regents vigorously denies liability and would have strenuously  
3 opposed class certification. The Settlement also avoids the numerous uncertainties associated with trial,  
4 including dueling experts who would offer conflicting and highly technical opinions about the cause and  
5 preventability of the data breach and the measure and feasibility of class-wide damages.

6 The Settlement avoids these risks and provides immediate relief to class members. It is thus a  
7 successful outcome for Class Members and meets all criteria for final approval under CCP 3.769 and  
8 Department 21's procedural guidelines for class action settlements ("Dept. 21 Guidelines"). Therefore, as  
9 set forth in further detail below, Plaintiffs respectfully request that the Court enter the proposed order to  
10 grant final approval of the Settlement.

## 11 **II. FACTUAL AND PROCEDURAL BACKGROUND**

12 Plaintiffs respectfully refer the Court to the Declaration of Simon Grille in Support of Plaintiffs'  
13 Motions for Final Approval and Motion for Attorneys' Fees, Litigation Expenses, and Service Awards  
14 ("Grille Decl.") for a more detailed description of the factual and procedural history of this case, the  
15 claims, counsel's investigation and settlement negotiations, the risks and uncertainties presented in this  
16 litigation, and other factors showing this Settlement is fair, reasonable, and adequate. As described in the  
17 Grille Declaration and below, the parties vigorously litigated this case for nearly four years before  
18 agreeing to a settlement in principle.

### 19 **A. Plaintiffs' Allegations and Regents' Challenges to Plaintiffs' Complaints.**

20 On or around March 31, 2021, UC Regents announced the Data Breach whereby unauthorized  
21 parties accessed and exfiltrated information belonging to current and former UC students and employees.  
22 (Grille Decl. ¶ 16.) On May 10, 2021, UC announced that "impacted information may include full names,  
23 addresses, telephone numbers, Social Security numbers, driver's license information, passport information,  
24 financial information including bank routing and account numbers, health and related benefit information,  
25 disability information and birthdates, as well as other personal information provided to UC." (Fourth  
26 Amended Complaint, ¶ 85.) In addition, "[i]nformation provided by students who participated in the 2020  
27 University of California Undergraduate Experience Survey (UCUES) was also impacted and posted to the  
28 internet by the threat actor." (*Ibid.*) Plaintiffs contend that the UCUES information—which included survey

1 responses covering topics such as mental health, physical and mental disabilities, and sexual orientation—  
2 was medical in nature, and therefore subjects UC Regents to liability under the Confidentiality of Medical  
3 Information Act (“CMIA”).

4 Girard Sharp filed the first action on April 27, 2021—*Erazo v. Regents of Univ. of Cal.*, Case No.  
5 RG21097796. (Grille Decl. ¶ 19.) Two other related actions were filed shortly after *Erazo*. *Fields v.*  
6 *Regents of Univ. of Cal.*, Case No. RG21107152 was filed July 20, 2021, and *Becker v. Regents of Univ.*  
7 *Cal.*, Case No. RG21107777 was filed August 2, 2021. (*Id.* ¶ 21.) On September 23, 2021, pursuant to a  
8 stipulation filed by the Parties, the Court consolidated the related actions under the first-filed action and  
9 appointed Girard Sharp LLP as lead counsel of an executive committee including Wolf Haldenstein Adler  
10 Freeman & Herz LLP, and Morgan & Morgan, P.A. (*Id.* ¶ 22.)

11 On October 7, 2021, Plaintiffs filed a Consolidated Class Action Complaint on behalf of Plaintiffs  
12 Michael Erazo, Miguel Ochoa, Jamie McDole, Arielle Fields, Alvaro Galvis, Rose Becker, Steve  
13 Goldfield, and Karlina Chavez, and named Accellion, Inc. and UC Regents as defendants.<sup>3</sup> (*Id.* ¶ 23.)  
14 Plaintiffs alleged the following claims against both Accellion, Inc. and UC Regents: (1) violation of the  
15 CMIA (Civ. Code § 56, *et seq.*); (2) violation of California Consumer Records Act (Civ. Code § 1798.80,  
16 *et seq.*) (“CRA”); (3) negligence; and (4) Invasion of Privacy. (*Ibid.*) Against UC Regents, Plaintiffs  
17 additionally alleged a violation of the Information Practices Act (Civ. Code § 1798.1, *et seq.*) (“IPA”).

18 On November 8, 2021, each Defendant filed a demurrer in response to the Consolidated Class  
19 Action Complaint, which Plaintiffs opposed. (*Id.* ¶ 25.) The claims against Accellion were then stayed  
20 pending a proposed settlement in a federal action against Accellion. (*Id.* ¶ 26.) The settlement motion was  
21 later terminated after that case was consolidated with several other federal cases into *In re Accellion, Inc.*  
22 *Data Breach Litigation*, Case No. 5:21-cv-01155-EJD (N.D. Cal.) (“*In re Accellion*”). (*Ibid.*) On  
23 February 26, 2024, this Court granted Plaintiffs’ and Accellion’s stipulation to voluntarily dismiss all  
24 claims against Accellion in this action without prejudice. (*Id.* ¶ 27.)

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25  
26  
27 <sup>3</sup> The Court later granted the Parties’ stipulations to voluntarily dismiss the claims for Michael Erazo,  
28 Arielle Fields, and Steve Goldfield.



1 After briefing UC Regents’ demurrer, the Parties stipulated to withdraw the hearing and stay  
2 claims against Regents while the Parties mediated with retired judge Charles (Tim) McCoy on July 11.  
3 2022. (*Id.* ¶¶ 28-29.) The Parties continued their discussions following the mediation but did not reach  
4 agreement. (*Id.* ¶ 29.) The Court then lifted the stay as to Regents on November 29, 2022, and the parties  
5 submitted supplemental briefing related to Regents’ demurrer. The Court issued a final ruling on March  
6 1 and sustained the demurrer as to the CRA, but overruled the demurrers as to the CMIA, IPA and  
7 Invasion of Privacy claims. (*Id.* ¶¶ 30-31.) The Court granted UC Regents’ motion to strike references to  
8 Civil Code § 56.10(a) and (e) with leave to amend but declined to strike the request for CMIA statutory  
9 damages under Civil Code § 56.36. (*Ibid.*) On March 24, Plaintiffs filed their First Amended Consolidated  
10 Complaint, which was amended in response to the Court’s ruling on UC Regents’ Demurrer and UC  
11 Regents answered on May 3, 2023. (*Id.* ¶ 32.)

12 On June 30, 2023, UC Regents renewed its motion to strike Plaintiffs’ request for nominal  
13 damages under Cal Civ. Code § 56.36. (*Id.* ¶ 33.) After another round of briefing and a hearing, the Court  
14 again denied UC Regents’ motion on October 4, 2023. (*Ibid.*) Plaintiffs then filed the Second Amended  
15 Consolidated Complaint (“SAC”), which included Plaintiff Elizabeth Montoya, who alleges that she  
16 responded to the UCUES survey with sensitive medical information that was exposed on the dark web.  
17 (*Id.* ¶ 36.) After conferring with UC Regents, Plaintiffs filed a Third Amended Consolidated Complaint  
18 on August 27, 2024 asserting the CMIA claim only on behalf of Ms. Montoya and the proposed subclass  
19 she represents. (*Ibid.*) On February 5, 2025 Plaintiffs filed the Fourth Amended Consolidated Complaint  
20 to conform the Class definitions to the terms of the Settlement Agreement, which proposes to resolve  
21 claims nationwide. (*Id.* ¶ 42.)

## 22 **B. Summary of the Investigation and Discovery Conducted**

23 The Parties’ settlement negotiations were informed by extensive investigation and discovery  
24 relating to the Data Breach and the claims asserted. Plaintiffs’ Counsel researched publicly available  
25 sources, including UC’s announcements related to the Data Breach, data breach notices provided to  
26 victims, information and statements about Accellion’s FTA product, and forensic reports released by the  
27 cybersecurity firm, Mandiant. (*Id.* ¶ 18.) Plaintiffs’ Counsel also conducted numerous interviews of  
28 individuals affected by the Data Breach, investigated potential legal claims related to the Data Breach,

1 and examined UC Regents' response to the Data Breach. (*Ibid.*) Plaintiffs also retained and consulted  
2 with experts in the fields of cybersecurity, economics, and forensic accounting. (*Id.* ¶ 39.)

3 Plaintiffs conducted comprehensive discovery of Regents and nonparties. Plaintiffs served several  
4 sets of discovery requests; negotiated search terms and custodians; manually reviewed and coded over  
5 100,000 pages of documents; set up a document review platform to securely review documents;  
6 conducted five depositions of current and former UC Regents employees, including one deposition  
7 pursuant to CCP section 2025.010; served three subpoenas on non-party entities with relevant  
8 information; prepared responses to nineteen discovery requests from UC Regents on behalf of Plaintiffs;  
9 and prepared document productions on each Plaintiff's behalf. (*Id.* ¶ 36.)

10 After extensive conferral and an informal discovery conference with the Court, Regents produced  
11 copies of all the records exposed in the Data Breach on a secure laptop. Given security concerns, each of  
12 the nearly 40,000 documents had to be reviewed manually without the assistance of a document review  
13 platform or any other tools, such as global searches. (*Id.* ¶ 38.) During the review, Plaintiffs identified  
14 over 8,000 Class members who they contend had their medical information exposed in the Data Breach,  
15 which provided support for Plaintiffs' CMIA claims. (*Ibid.*) Plaintiffs had begun drafting their class  
16 certification brief, due on October 17, 2024, and working with experts on their reports when the Parties  
17 reached an agreement in principle to resolve this action. (*Id.* ¶ 41.)

18 The Parties also litigated several discovery disputes, which resulted in UC Regents providing two  
19 additional document productions and an agreement on the form of a privilege log. (*Id.* ¶ 40.) In April  
20 2024, the Parties briefed a dispute concerning production of documents and testimony regarding prior  
21 data breaches experienced by UC Regents, and in June 2024, the Parties briefed a dispute concerning UC  
22 Regents' attempt to claw back purportedly privileged documents. (*Ibid.*)

### 23 **C. Summary of Settlement Negotiations**

24 The Parties engaged in arm's-length negotiations over the course of more than two years that  
25 included mediation sessions on July 11, 2022 with mediator Hon. Charles W. McCoy (Ret.) and on August  
26 29, 2024 with Hon. Diane M. Welsh (Ret.). (Grille Decl. ¶ 43.) Before any terms were negotiated,  
27 Plaintiffs had a thorough understanding of the composition of the Settlement Class, the information that  
28 was affected by the Data Breach, the nature of UC Regents' anticipated defenses to class certification

1 and on the merits, and the complex technical issues surrounding the claims and defenses. (*Id.* ¶ 45.) The  
2 Parties reached an agreement in principle on October 1, 2024 and continued to discuss the details of the  
3 agreement before executing the Settlement Agreement on February 5, 2025. (*Id.* ¶ 46.)

4 The Parties also negotiated the logistics and substance of the Notice Plan. Plaintiffs’ Counsel  
5 obtained and negotiated bids from five well-established class action notice and administration firms and  
6 ultimately selected a settlement administrator that will offer the best value to the Settlement Class. (*Id.* ¶  
7 47.)

### 8 **III. SUMMARY OF SETTLEMENT TERMS AND PRELIMINARY APPROVAL**

#### 9 **A. The Class.**

10 The Settlement Class consists of persons whose information was in the University of California  
11 Office of the President’s (“UCOP”) electronic information systems and was compromised as a result of  
12 the 2020-21 breach of UCOP’s instance of Accellion’s FTA. (See Settlement Agreement [“SA”] ¶44.)  
13 Excluded from the Settlement Class are (1) the Judge(s) presiding over the Action, and members of their  
14 families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity  
15 in which the Defendant has a controlling interest and its current or former officers and directors; (3) the  
16 successors or assigns of any such excluded Persons; and (4) individuals who settled with the Defendant  
17 any and all claims relating to the FTA Data Breach, including Mark Clark. (*Ibid.*). UC Regents will make  
18 a \$5.8 million, non-reversionary cash payment, for the benefit of Class Members. Notice costs,  
19 administration expenses, attorneys’ fees and costs, and service awards awarded by the Court will be  
20 deducted from the \$5.8 million and the balance will be applied to pay claims. UC Regents will also  
21 implement enhanced cybersecurity measures designed to protect individuals’ personal information and  
22 prevent future breaches of UC’s systems.

23 On February 6, 2025, Plaintiffs’ Counsel submitted their motion for preliminary approval of the  
24 Settlement. On April 9, 2025, UC Regents filed a statement of support for the motion. The Court issued  
25 a supplemental briefing order on April 22, 2025. Plaintiffs filed a supplemental brief to address the  
26 Court’s concerns and filed an amended Settlement Agreement. (Grille Decl. ¶ 49.) The Court issued a  
27 final Order granting preliminary approval of Plaintiffs’ class action settlement on June 10, 2025.  
28

1 **IV. NOTICE AND SETTLEMENT ADMINISTRATION**

2 **A. The Class Notice**

3 The Court appointed CPT Group, Inc. (“CPT”) as Claims Administrator. As detailed in the  
4 Declaration of Jennifer Forst on Behalf of CPT Group, Inc. Regarding Settlement Administration and in  
5 Support of Plaintiffs’ Unopposed Motion for Final Approval (“Forst Decl.”), the Claims Administrator  
6 has implemented the Notice Plan as ordered by the Court.

7 UC Regents provided the Claims Administrator with a class list containing the names, mailing  
8 address, and email addresses (where available) for each Class Member. Forst Decl. ¶ 5. The class list  
9 contained records for a total of 358,541 individuals. (*Ibid.*) CPT disseminated email notice to 331,153  
10 Class Members for whom the class list contained valid email address information. (*Id.* ¶ 12) For the  
11 27,388 individuals for whom no valid email address was provided, CPT mailed postcard notice by First  
12 Class Mail, after verifying all mailing addresses against the National Change of Address (NCA) database.  
13 (*Id.* ¶ 13.) The email notice was returned as undeliverable for 70,031 individuals, and CPT promptly  
14 mailed Postcard Notice to those with a valid mailing address. (*Id.* ¶ 14.) The Claims Administrator skip-  
15 traced undeliverable postcards and re-sent the Postcard Notice to 1,407 class members. (*Id.* ¶ 16.)  
16 Ultimately, notice was successfully delivered to 353,218 Class Members. (*Id.* ¶ 17.) Accordingly, 98.52%  
17 of potential Class Members received notice via email or mail. (*Ibid.*) On August 15, 2025, the Claims  
18 Administrator sent a reminder email to those Class Members with a valid email address who had not  
19 submitted a claim. (*Id.* ¶ 15.) The reminder email was substantially in the same form as the Summary  
20 Notice.

21 **B. The Settlement Website and Toll-Free Number**

22 The Settlement Administrator has established a Settlement Website with the domain name  
23 <https://www.regents-accelliondatabreachsettlement.com/>. (Forst Decl. ¶ 7.) The Settlement Website  
24 includes the Notice, the Settlement Agreement, the Preliminary Approval Order, other relevant case  
25 documents, a set of frequently asked questions, information on how to object or opt out, and contact  
26 information for Plaintiffs’ Counsel and CPT. (*Id.* ¶¶ 7-8.) The Settlement Website also includes an  
27 accessible means for Class members to submit a Claim Form electronically. (*Ibid.*) The Settlement  
28

1 Administrator has also established a tollfree telephone number where Class Members can obtain  
2 assistance for accessing settlement-related information, the Claim Form, and case documents. (*Id.* ¶ 10.)

3 **C. The Reaction of the Class Has Been Favorable**

4 The deadline to submit a claim, opt out, or object is October 20, 2025. As of September 12, 2025,  
5 CPT has received 17,419 total claims. (Forst Dec. ¶ 20.) As of September 12, 2025, 17,002 of these  
6 claims are valid, 5 claims are invalid due to being duplicate submissions, and 412 claims are currently  
7 under review. (*Id.* 20-23.) Currently, the claims rate is 4.74%. The Administrator has received 165 valid  
8 Statutory Payment claims, 16 valid Fraud/Out-of-Pocket Costs claims, and 3,158 valid Documented Time  
9 claims. (*Id.* ¶ 20.) If payments were distributed now and assuming Plaintiffs' fee, expense, and service  
10 award requests are granted in full, and accounting for the maximum administration costs, *pro rata*  
11 payments to each participating class member are currently expected to exceed \$100 per claimant.

12 The Claim Form was drafted in plain English for comprehension, and Class Members can submit  
13 claims online, which is faster and cheaper for all concerned. (Grille Dec. ¶¶ 65-66.) Class Members with  
14 questions about the Claim Form or the Settlement can contact Class Counsel or the Administrator. (*Id.*  
15 66.) As of September 12, 2025, 109 Class Members have opted out and 1 objection has been filed. (Forst  
16 Dec. ¶ 26.)

17 To ensure the integrity of the claims-administration process, CPT pre-assigned a unique ID  
18 number and passcode that was required to access and file a claim form online. (*Id.* ¶ 25.) Claims are also  
19 subject to review and audit, and Claimants who submit claim forms that do not meet the submission  
20 requirements will receive an opportunity to cure deficiencies. (*Id.* ¶ 23.)

21 **D. Notice and Administration Expenses**

22 As of September 12, CPT has incurred \$150,012.45 in expenses associated with notifying Class  
23 Members and administering the Settlement. (Forst Decl. ¶ 27.) CPT is on track to complete claims  
24 administration on time and anticipates total administration costs to fall within the \$405,600 not-to-exceed  
25 amount previously provided to the Court in Plaintiffs' preliminary approval filing submitted on February  
26 6, 2025. All payments to the Claims Administrator from the Settlement Fund are subject to prior Court  
27 approval. The Claims Administrator will provide updated declarations regarding its fees and expenses in  
28 connection with Plaintiffs' Reply brief and after distribution to eligible Class Members.

1 **V. ARGUMENT**

2 **A. The Settlement Merits Final Approval.**

3 The Court previously found that the settlement is fair, reasonable, and adequate. Preliminary  
4 Approval Order at 2. Courts have “broad discretion” in approving a class settlement. (*Cellphone*  
5 *Termination Fee Cases* (2009)180 Cal.App.4th 1110, 1117.) The Court need not reach ultimate  
6 conclusions on the issues of fact and law and need not engage in a trial on the merits. (*7-Eleven Owners*  
7 *for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145; *Dunk v. Ford Motor Co.*  
8 (1996) 48 Cal.App.4th 1794, 1802, fn. 8.) The Court should consider the strength of Plaintiffs’ case, the  
9 risk, expense, complexity and likely duration of continued litigation, the risk of maintaining class action  
10 status through trial, the benefits of the settlement, the extent of information exchanged, and the experience  
11 and views of counsel. (*Dunk, supra*, 43 Cal.App.4th at p. 1801.) Fairness is presumed when settlement  
12 is reached through arm’s-length bargaining by informed and experienced counsel. (See *id.* at p. 1802.)

13 **1. The Settlement is Fair, Reasonable, and Adequate**

14 **a. The Settlement is the Product of Arm’s Length Negotiations**

15 The Settlement should carry a presumption of fairness because it was negotiated at arm’s length  
16 by experienced and knowledgeable counsel with the assistance of two respected mediators. (Grille Decl.  
17 ¶ 43; see *Dunk, supra*, 48 Cal.App.4th at pp. 1802–03.)

18 **b. Summary of the Risks, Expenses, Complexity, and Duration of**  
19 **Further Litigation**

20 The risk of further litigation in this complex case is significant. Although Plaintiffs are confident  
21 that they would succeed if this case proceeded to trial, it would entail substantial time, expense, and risk.  
22 (Grille Decl. ¶¶ 62-63.) Data breach litigation is especially risky and complex. (See *Hashemi v. Bosley,*  
23 *Inc.* (C.D. Cal. Feb. 22, 2022), 2022 WL 2155117, at \*7 “[D]ata breach class actions are a relatively  
24 new type of litigation and th[e] damages methodologies in data breach cases are largely untested and  
25 have yet to be presented to a jury.”]. Further, “[b]ecause of the difficulty of proving damages and  
26 causation, Plaintiffs faced a substantial risk of losing at summary judgment or at trial.” (*Koenig v. Lime*  
27 *Crime, Inc.* (C.D. Cal. Apr. 2, 2018), 2018 WL 11358228, at \*3.) Even if the class were certified, the risk  
28 of decertification is substantial given that data breach litigation is constantly “evolving” and thus “there

1 is no guarantee of the ultimate result.” (*Fox v. Iowa Health System* (W.D. Wis. Mar. 4, 2021), 2021 WL  
2 826741, at \*5.) Plaintiffs had to contend with the issue of Accellion’s comparative fault in causing the  
3 data breach and the resulting harms inflicted on Plaintiffs. Moreover, UC Regents likely would have  
4 pointed out that very few cases have been certified under the CMIA. (See, e.g., *Vigil v. Muir Med. Grp.*  
5 *IPA, Inc.* (2022) 84 Cal.App.5th 197, 218-223 [affirming denial of class certification of CMIA claim].)

6       Regarding the CMIA claims, UC Regents twice moved to strike the claim for statutory damages  
7 based on public entity immunity under Government Code section 818, and even though the Court upheld  
8 the claim, UC Regents expressed its intent to appeal the ruling. (Grille Decl. ¶ 62.) Plaintiffs would further  
9 need to prove that information exposed in the data breach qualified as “medical information” under the  
10 statute, a point that UC Regents vigorously disputed. (*Ibid.*) The Parties were in dispute as to whether the  
11 UCUES survey responses constituted medical information or that UC Regents was acting as a provider of  
12 health care under Civil Code section 56.06 in connection with its administration of the survey, with little  
13 relevant precedent to guide the analysis. (*Ibid.*) Furthermore, Plaintiffs’ IPA, negligence, and invasion of  
14 privacy claims required Plaintiffs to prove actual damages, which is complex in data breach cases where  
15 the privacy violation is an intangible harm and UC Regents would argue that questions of whether class  
16 members’ information was misused raises individualized issues. (*Id.* ¶ 63.)

17       Absent settlement, UC Regents would litigate this case through class certification, summary  
18 judgment, trial, and a likely appeal. Plaintiffs’ success would come at a considerable expense from expert  
19 reports and litigating numerous factual and legal issues regarding liability, damages, and injunctive relief.  
20 Even then, any relief would take several years.

21                   **c.       The Settlement Benefits are a Favorable Outcome When Compared**  
22                   **to the Costs, Risks, and Delay of Continued Litigation**

23       The Settlement is a favorable outcome as compared to the risks, costs, and delay of continued  
24 litigation. This Settlement provides immediate monetary and nonmonetary relief to Class Members with  
25 a claimant-friendly claim procedure supervised by an experienced administrator. Moreover, the enhanced  
26 cybersecurity measures implemented by UC Regents under the Settlement will protect Settlement Class  
27 Members’ sensitive information in ways that a later monetary judgment could not. This Settlement is an  
28 excellent result for Settlement Class Members. (See, e.g., *In re Google Plus Profile Litig.* (N.D. Cal., Jan.

25, 2021) 2021 WL 242887, at \*1 [\$7.5 million for 161 million Google+ users whose personal information was exposed]; *In re Anthem, Inc. Data Breach Litig.* (N.D. Cal. 2018) 327 F.R.D. 299, 318 [\$115 million settlement fund, for 79.15 million Anthem insureds who had their social security numbers and health data acquired by unauthorized parties].)

The recovery here also compares favorably to other similar data breach settlements. (See *In re Google Plus Profile Litig.* (N.D. Cal., Jan. 25, 2021, No. 5:18-cv-06164-EJD-VKD) 2021 WL 242887, at \*1 [settlement fund of \$7.5 million for 161 million Google+ users whose personal information was exposed]; *In re: Vizio, Inc., Consumer Privacy Litig.* (C.D. Cal. July 31, 2017), No. 8:16-ml-02693-JLS-KES [settlement fund of \$17 million for 16 million class members for unauthorized collection and disclosure of information from customers' VIZIO smart TVs, including IP addresses and device identifiers]; *Corona v. Sony Pictures Ent., Inc.* (C.D. Cal. 2016), No. 14-cv-09600 RGK [\$4.5 million settlement fund (\$2 million non-reversionary; \$2.5 million reversionary) in relation to 435,000 class members in data breach case]; *In Re: Banner Health Data Breach Litig.*, (D. Ariz. 2020), Case No. 2:16-cv-02696-PHX-SRB [\$6 million settlement fund for a class of 2.9 million members, with an additional \$2.9 million in attorney fees paid separately]. The Claims Administrator currently projects that all valid claims for Statutory Payments, Fraud/Out-of-Pocket Costs, and Document Time will be paid in full and *pro rata* payments are currently expected to exceed \$100 per claimant.

#### **d. The Reaction of the Class**

The Settlement has been received favorably by Class Members. Thus far, the Settlement Administrator has received 109 requests for exclusions, and just one objection. (Forst Decl. ¶ 26.) Based on reports submitted by the Settlement Administrator, the claims rate is currently 4.74%, which compares favorably to the claims rates in other data breach settlements. (*Id.* ¶ 24; See *In re Banner Health Data Breach Litig.* (D. Ariz. Dec. 5, 2019, No. 2:16-cv-02696-PHX-SRB) ECF No. 195 at 1 [approximately 1.3%]; *In re Experian Data Breach Litig.* (C.D. Cal. 2019, No. 8:15-cv-01592-AG) ECF No. 309 at 17 [approximately 2.91%]; *In re Anthem, Inc. Data Breach Litig.* (N.D. Cal. 2017, No. 5:15-md-02617-LHK) ECF No. 1007 at 4 [approximately 1.7%].)

The sole objection received to date does not warrant denying final approval. Joshua Meadors objects that “this settlement should include responsibility on the part of the UC Regents to find [the



1 information exposed in the Data Breach] as it was sold or otherwise obtained by third parties and request  
2 to have it removed on behalf of the Settlement Class at each instance.” While desirable, Mr. Meadors’s  
3 proposal is infeasible. A social media researcher and professor at Columbia Business School explains,  
4 “Retracting something from the internet, hitting the reset button—is almost impossible.” (Thorbecke,  
5 *Why deleting something from the internet is ‘almost impossible’*, CNN Business (September 18, 2022)  
6 <https://www.cnn.com/2022/09/18/tech/deleting-data>.) Information exposed in this data breach has been  
7 published on the dark web, and because operators on the dark web are impossible to identify, there is no  
8 viable mechanism for forcing removal of the published data. (See *My information was found on the dark*  
9 *web, what should I do?*, id watchdog, [https://www.idwatchdog.com/education/-/article/information-](https://www.idwatchdog.com/education/-/article/information-found-on-dark-web)  
10 [found-on-dark-web](https://www.idwatchdog.com/education/-/article/information-found-on-dark-web) [“Because of the anonymous nature of the dark web, there is no way to search and  
11 find all possible organizations with your personal information or to hold anyone accountable for  
12 removing it.”].) Thus, Mr. Meadors’s request is not one that could reasonably be made part of this  
13 Settlement.

14 Mr. Meadors also notes that “time spent attempting to remedy the negative effects of this data  
15 breach may be potentially ongoing and practically endless.” But the Settlement compensates Class  
16 Members at a rate of \$30 per hour for documented time spent (up to approximately 333 hours based on  
17 a \$10,000 per-person cap) attempting to remedy the negative effects of the Data Breach. SA ¶ 77(a). To  
18 the extent that Mr. Meadors believes the \$10,000 cap may not adequately address the amount of time that  
19 Class Members may need to spend, this objection does not mean that the settlement is not fair, reasonable,  
20 and adequate. (See *In re California Pizza Kitchen Data Breach Litig.* (9th Cir. 2025) 129 F.4th 667, 678  
21 [“Lastly, we underscore that courts do not have a duty to maximize settlement value for class  
22 members...Rather, our inquiry is much more modest and limited to ensuring that the class settlement is  
23 fair, reasonable, and adequate.”] [citing *Briseno v. Henderson* (9th Cir. 2021) 998 F.3d 1014, 1027].)

24 **B. The Court Should Certify the Class For Settlement Purposes.**

25 The Court previously found that “the proposed class is appropriate for Class Certification.”  
26 Preliminary Approval Order at 2. There have been no intervening events that warrant the Court’s  
27 reconsideration of its provisional conclusion.  
28

1                   **1.       The Class is Numerous**

2           There are approximately 358,541 Settlement Class Members (Grille Decl. ¶ 67.) Hence, the  
3 numerosity requirement is satisfied. (See *Delarosa v. Boiron, Inc.* (C.D. Cal. 2011) 275 F.R.D. 582, 587.)<sup>4</sup>

4                   **2.       The Class is Ascertainable**

5           The Class and Subclass here are properly defined, “describing a set of common characteristics  
6 sufficient to allow a member of that group to identify himself or herself as having a right to recover based  
7 on the description.” (*Medraza v. Honda of North Hollywood* (2008) 166 Cal.App.4th 89, 101, citation  
8 omitted.) The Class includes persons whose information was in UCOP’s electronic information systems  
9 and was compromised as a result of the 2020-21 breach of UCOP’s instance of Accellion’s FTA. The  
10 CMIA Subclass includes California residents whose personally identifiable information and medical  
11 information was in UC’s electronic information systems and was compromised as a result of the 2020-21  
12 breach of UCOP’s instance of Accellion’s FTA. UC Regents has provided the Settlement Administrator  
13 with records of the affected individuals, including email and mailing addresses. (Grille Decl. ¶ 68.)  
14 Therefore, ascertainability is satisfied.

15                   **3.       There is Community of Interest Between Plaintiffs’ Claims and the Claims**  
16                   **of the Settlement Class**

17           The “community of interest” requirement is “[s]imilar to the commonality, typicality and  
18 adequacy of representation requirements of [Federal Rule of Civil Procedure] 23” and requires a showing  
19 that there are “(1) predominant common questions of law or fact; (2) class representatives with claims or  
20 defenses typical of the class; and (3) class representatives who can adequately represent the class.”  
21 (*Johnson v. GlaxoSmithKline, Inc.* (2008) 166 Cal.App.4th 1497, 1509, *as modified on denial of reh’g*  
22 (Oct. 14, 2008).) Plaintiffs can satisfy the “community of interest” requirement.

23           Here, common questions predominate because Plaintiffs’ claims stem from a single injurious  
24 incident and will turn on UC Regents’ common conduct rendering it liable to the group of individuals  
25 whose data was under UC Regents’ care. Courts have certified similar claims, including under the CMIA.

26 \_\_\_\_\_  
27 <sup>4</sup> The California Supreme Court instructs that Civil Code section 1781 and Rule 23 of the Federal Rules  
28 of Civil Procedure may be used as procedural guidelines to ensure fairness in class action suits.  
(*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 471 fn. 7.)

(See, e.g., *Santana v. Rady Children’s Hospital–San Diego*, 2017 WL 11839592, at \*1-4 (Cal. Super.); *St. Joseph Health Sys. Med. Info. Cases*, JCCP No. 4716, 2012 Cal. Super. LEXIS 20781 (Cal. Super. Ct., Los Angeles Cnty. May 7, 2012).) Likewise, even though this area of law remains relatively undeveloped, federal courts around the country have certified classes in data breach cases finding that the predominant issues center on the defendant’s data security practices. (See, e.g., *Savidge v. Pharm-Save, Inc.* (W.D. Ky. 2024) 727 F.Supp.3d 661; *In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.*, (D. Md. 2022) 341 F.R.D. 128; *Green-Cooper v. Brinker Int’l, Inc.*, (11th Cir. 2023) 73 F.4th 883.) Common questions, therefore, will predominate in the case.

Typicality is met because Plaintiffs’ and all other Settlement Class Members’ claims arise from UC Regents’ alleged failure to implement and maintain reasonable security measures and the ensuing Data Breach. (*Daniels v. Centennial Grp., Inc.* (1993) 16 Cal.App.4th 467, 473.) Finally, the requirement of adequate representation is met. Proposed Class Counsel are lawyers experienced in prosecuting class action litigation, including consumer class actions and data breach cases, and thus are “qualified, experienced and generally able to conduct the proposed litigation.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 874); See Grille Decl. ¶ 78, Exs. 1-3, 10].) Moreover, demonstrating the adequacy of their representation, Plaintiffs have participated in this litigation from its inception through settlement discussions; maintained regular contact with their attorneys during the course of this matter; and reviewed and approved documents including the Complaint and the Settlement Agreement. (Grille Decl. Exs. 4-9 ¶¶ 4-7.)

#### **4. Proceeding as a Class is the Superior Method of Litigation**

A class action is plainly superior to all other alternatives given the relatively small individual recoveries, the large institutional defendant, and the substantial efficiencies to be gained through class treatment. (See *Franchise Tax Bd. Ltd. Liab. Corp. Tax Refund Cases*, (2018) 25 Cal.App.5th 369, 396 [addressing superiority requirement]; see also, e.g., *In re Marriott*, 341 F.R.D. at 165-67 [class action was superior because it was the only realistic means that most class members would obtain a recovery and resolving common issues would avoid unnecessary duplication].)

1           **C.       The Class Notice Satisfies Due Process.**

2           Due process requires “notice reasonably calculated, under all the circumstances, to apprise  
3 interested parties of the pendency of the action and afford them an opportunity to present their  
4 objections.” (*Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314.)

5           The Court previously approved the Parties’ proposed class notice procedures, which used plain  
6 language and relied on direct email notice and the creation of a settlement website and toll-free telephone  
7 number to assist potential Class Members. Preliminary Approval Order at 2. The notice program fully  
8 complies with the mandates of due process. (See *Richards v. Chime Financial, Inc.* (N.D. Cal., May 24,  
9 2021, No. 19-CV-06864-HSG) 2021 WL 2075689, at \*4 [approving email notice and notice on  
10 settlement website]; *In re LinkedIn User Privacy Litigation* (N.D. Cal. 2015) 309 F.R.D. 573, 586 [noting  
11 “the Court approved a notice plan involving direct email notice, a settlement website and a toll-free  
12 telephone number”]; *Rael v. Children's Place, Inc.* (S.D. Cal., Mar. 31, 2021, No. 16-CV-370-GPC-LL)  
13 2021 WL 1226475, at \*14 [approving notice plan primarily relying on email and settlement website].)

14           CPT executed a thorough notice campaign that resulted in 98.52% of potential Class Members  
15 receiving direct notice of the Settlement. (See Forst Decl. ¶ 17.) In addition, on August 15, 2025, CPT  
16 initiated a reminder email to Class Members who had not submitted a claim form or a request for  
17 exclusion. (*Id.* ¶ 15.) To assist potential Class Members and provide information to the largest number  
18 individuals, CPT also maintains the Settlement Website and a dedicated toll-free number and email inbox.  
19 (*Id.* ¶¶ 7-10.) The Settlement Notice thus represents the best notice practicable. (*Free Range Content,*  
20 *Inc. v. Google, LLC* (N.D. Cal., Mar. 21, 2019, No. 14-CV-02329-BLF) 2019 WL 1299504, at \*6  
21 (“Notice plans estimated to reach a minimum of 70 percent are constitutional[.]”) As there is no  
22 alternative method of notice that would be more practicable or likely to notify Class Members, the class  
23 notice procedures used here constitute the best practicable notice to Class Members and comply with the  
24 requirements of Due Process.

25           **VI.       CONCLUSION**

26           For the reasons stated above, Plaintiffs respectfully request that the Court grant final approval of  
27 the proposed Settlement.  
28

1 Dated: September 15, 2025

Respectfully submitted,

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1 **PROOF OF SERVICE**

2 I, Marie Montoya, hereby declare as follows:

3 On September 15, 2025, I caused the following to be filed and served *via* One Legal:

- 4 • **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**  
5 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

6 On:

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23 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
24 true and correct. Executed on September 15, 2025 at Los Angeles, California.

25  
26 /s/ Marie Montoya

27 Marie Montoya