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SUPERIOR COURT OF 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

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Action Filed: April 27, 2021
Department: 21
Judge: Hon. Somnath Raj Chatterjee

1 The Court held a Final Fairness Hearing on December 9, 2025. The Court has considered
2 the Settlement Agreement, all matters submitted to it at the Final Fairness Hearing, the relevant
3 law, the supplemental evidence, and all other files, records, and proceedings in this Action.

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

5 Plaintiffs Miguel Ochoa, Jamie McDole, Alvaro Galvis, Rose Becker, Karlina Chavez, and
6 Elizabeth Montoya's ("Plaintiffs") Motion for Final Approval of Class Action Settlement
7 Agreement is **GRANTED**, and Judgement is hereby **ENTERED**.

8 This Order incorporates herein and makes a part hereof, the Settlement Agreement
9 (including Exhibits 1-8 attached thereto) and the Preliminary Approval Order. Unless otherwise
10 provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order
11 shall have the same meanings for purposes of this Order.

12 The Court has subject matter jurisdiction over this matter including, without limitation,
13 jurisdiction to approve the Settlement, to confirm certification of the Settlement Class for settlement
14 purposes only, to settle and release all claims released in the Settlement, and to enter final judgment.

15 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

16 Having made the findings set forth below based on its review of the record, including the
17 Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action,
18 the Court certifies and defines the following Settlement Class for settlement purposes only:

19 All individuals whose personally identifiable information was in University
20 of California Office of the President's ("UCOP") electronic information
21 systems and was compromised as a result of the 2020-21 breach of UCOP's
instance of Accellion's file transfer application ("FTA").

22 The Court further certifies and defines the following CMIA Subclass for settlement purposes only:

23 California residents whose responses to the 2020 University of California
24 Undergraduate Experience Survey (UCUES) or alleged medical records
25 were in UCOP's electronic information systems and were compromised as
a result of the 2020-21 breach of UCOP's instance of Accellion's FTA.

26 Excluded from the Settlement Class are (1) the Judge(s) presiding over the Actions, and
27 members of their families; (2) the Defendant, its subsidiaries, parent companies, successors,
28 predecessors, and any entity in which the Defendant has a controlling interest and its current or

1 former officers and directors; (3) the successors or assigns of any such excluded Persons; and (4)
2 individuals who settled with the Defendant any and all claims relating to the FTA Data Breach,
3 including Mark Clark.

4 Also excluded from the Settlement Class are those persons identified in **Exhibit A**, each of
5 whom submitted timely and valid Requests for Exclusion during the Opt-Out Period, are not
6 releasing any claims, and are not bound by the terms of the Settlement Agreement. These
7 individuals shall not share in the monetary benefits of the Settlement, and this Order does not affect
8 their legal rights to pursue any claims they may have against Defendant.

9 For settlement purposes only, with respect to the Settlement Class, the Court confirms that
10 the prerequisites for a class action pursuant to Cal. Code of Civ. Proc. § 382 have been met, in that:
11 (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in
12 a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class
13 Members predominate over any potential individual questions; (c) the claims of the Settlement
14 Class Representatives are typical of the claims of the Settlement Class; (d) Settlement Class
15 Representatives and proposed Settlement Class Counsel will fairly and adequately represent the
16 interests of the Settlement Class; and (e) a class action is the superior method to fairly and
17 efficiently adjudicate this controversy.

18 **II. NOTICE TO THE SETTLEMENT CLASS**

19 The Court finds that Notice has been given to the Settlement Class in the manner directed
20 by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was
21 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably
22 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
23 Action, the terms of the Settlement including the Released Claims, their right to exclude themselves
24 from the Settlement Class or object to all or any part of the Settlement, their right to appear at the
25 Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the
26 binding effect of final approval of the Settlement on all persons who do not exclude themselves
27 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or
28 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States

1 Constitution (including the Due Process Clause), and any other applicable law.

2 **III. FINAL APPROVAL OF THE SETTLEMENT**

3 The Court finds that the Settlement resulted from arm's-length negotiations between Class
4 Counsel and the UC Regents.

5 The Court hereby finally approves in all respects the Settlement as fair, reasonable, and
6 adequate, and in the best interest of the Settlement Class, including the monetary benefits provided
7 under the Settlement and the enhanced cybersecurity measures identified in Paragraph 79 of the
8 Settlement Agreement.

9 The Court finds that Settlement Class Representatives and Settlement Class Counsel fairly
10 and adequately represented the interests of Settlement Class Members in connection with the
11 Settlement.

12 The Parties shall consummate the Settlement in accordance with the terms thereof. The
13 Settlement, and each and every term and provision thereof, including its Released Claims, shall be
14 deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect
15 of an order of this Court.

16 **IV. SETTLEMENT AND RELEASE OF CLAIMS**

17 The claims of the Plaintiffs, including Settlement Class Representatives, and the Settlement
18 Class Members asserted in the Action have been settled and released per the Settlement Agreement.
19 The Court shall retain jurisdiction of the Action and the Settlement Agreement.

20 Upon the Effective Date, the Plaintiffs, any Person in the Settlement Class, including those
21 submitting or not submitting a claim for a Settlement Benefit, and each of their respective agents,
22 administrators, executors, devisees, predecessors, successors, assignees, representatives of any
23 kind, shareholders, partners, directors, employees or affiliates, and any other person who is a
24 Settlement Class Member that does timely and properly opt-out from the Settlement, shall be
25 deemed to have, and by operation of this Order shall have, fully, finally, and forever released,
26 relinquished, and discharged all Released Claims.

27 1. For purposes of this Order, "Released Claims" means all claims or causes of action,
28 including causes of action in law, claims in equity, complaints, suits or petitions, and allegations of

wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, expenses, or other potential claim), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or another source, that the Releasing Parties had or have (including, but not limited to, assigned claims) that have been or reasonably could have been asserted in the Action or in another action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body) based on the same set of operative facts as alleged in the Complaint.

Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

V. OTHER PROVISIONS

In the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with the Settlement, except that each Party shall bear its own attorneys' fees and costs.

Neither Settlement Class Counsel's application for attorneys' fees, reimbursement of litigation expenses, and service awards for Plaintiffs, nor any order entered by this Court thereon, shall in any way disturb or affect this Judgment, and all such matters shall be treated as separate from the Judgment entered herein.

Each Party shall bear its own costs and attorneys' fees, except as set forth in the Settlement Agreement, in this Judgment, or any Order regarding Plaintiffs' request for attorneys' fees, expenses, and service awards.

Ten percent (10%) of any fee award awarded to Plaintiffs' Counsel is to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a

1 final accounting.

2 No Settlement Class Member or any other person will have any claim against Defendant,
3 Plaintiffs, Settlement Class Counsel, or the Settlement Administrator arising from or relating to the
4 Settlement or any actions, determinations or distributions made substantially in accordance with
5 the Settlement or Orders of the Court.

6 Without further order of the Court, the Parties may unanimously agree to reasonable
7 extensions of time or other reasonable amendments, modifications, and expansions of the
8 Settlement Agreement necessary to carry out any of the provisions of the Settlement Agreement,
9 provided that such amendments, modifications, and expansions of the Settlement Agreement are
10 not materially inconsistent with this Judgment and do not materially limit the rights of Class
11 Members or the Released Defendant or Released Plaintiffs under the Settlement Agreement.

12 By _____, 2025, Class Counsel are ordered to give notice to Settlement Class Members
13 pursuant to California Rules of Court, Rule 3.771(b).

14 By _____, 2025, Class Counsel must file a Final Compliance Status Report describing
15 distribution of the Settlement Fund to the Settlement Class.

16 The Courts sets a Compliance Hearing for _____, 2025.

17 **VI. FINAL JUDGMENT**

18 The claims of the Settlement Class Representatives and the Settlement Class Members
19 asserted in the Action have been settled and released per the Settlement Agreement. The individuals
20 identified in **Exhibit A** attached hereto and incorporated by this reference, submitted timely and
21 valid Requests for Exclusion during the Opt-Out Period, are not releasing any claims, and are not
22 bound by the terms of the Settlement Agreement. These individuals shall not share in the monetary
23 benefits of the Settlement, and this Order does not affect their legal rights to pursue any claims they
24 may have against Defendant.

25 The Parties are directed to implement the Settlement Agreement in accordance with the
26 terms therein.

27 Pursuant to California Rule of Court 3.769(h), the Court retains continuing jurisdiction over
28 the Parties and the Settlement Class for the administration, consummation, and enforcement of the

1 terms of the Settlement Agreement.

2 Judgement is hereby entered.

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4 **IT IS SO ORDERED.**

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Hon. Somnath Raj Chatterjee
California Superior Court

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