

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Arielle Fields et al Plaintiff/Petitioner(s) vs. The Regents of the University of California et al Defendant/Respondent (s)	No. RG21097796 Date: 12/09/2025 Time: 2:30 PM Dept: 21 Judge: S. Raj Chatterjee ORDER re: Hearing on Motion for Order Motion for Final Approval and Motion for Attorneys Fees; filed by Miguel Ochoa (Plaintiff) + CRS# 561047834633 filed by Miguel Ochoa (Plaintiff); Jamie Mcdoole (Plaintiff); Alvaro Galvis (Plaintiff) et al. on 11/03/2025
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Prior to the hearing, the Court issued a tentative ruling which contested by Plaintiff to seek clarification. The matter is argued, submitted, and the ruling is modified as set forth below.

The Motion for Attorney Fees filed by Miguel Ochoa, Jamie Mcdoole, Karlina Chavez, Elizabeth Montoya, Alvaro Galvis, Rose Becker on 09/15/2025 is Granted in Part.

The Motion for final approval of class settlement is GRANTED.

BACKGROUND

The Regents operates the UC system. The UC system operates medical centers. The UC system used Accellion—a cloud solutions company—to collect and transfer personally identifiable information (“PII”).

In mid-December 2020, Accellion learned of two security vulnerabilities in its Accellion FTA

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Rene C. Davidson Courthouse

software. In January 2021, after learning of additional vulnerabilities, Accellion issued a critical security alert on January 22 advising FTA customers—including UC—to shut down their FTA systems immediately.

UC allegedly ignored these warnings and failed to transition from the outdated FTA system to kiteworks (or another secure file-sharing platform) prior to the Data Breach. The UC system did not announce the breach until March 31, 2021.

APPROVAL OF THE SETTLEMENT

The complaint alleges various claims related to the data breach.

The case preliminarily settled for a total of \$5,800,000. The settlement agreement states plaintiffs will seek attorneys' fees of up to \$1,933,000 (33.3%), costs of up to \$250,000, Service Payment of \$2,500 to each Plaintiff, settlement administration costs of up to \$405,600. After these expenses, the amount available to be distributed to the Class would be \$3,400,000. There are an estimated 353,265 Class Members. (Grille Dec para 78-82)

The motion makes an adequate analysis as required by *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116. (Grille Dec, para 53-56)

The proposed class notice form and procedure are adequate. Over 20,000 Class Members submitted claims. This is approximately 5.5% of Class Members, which is similar to other data breach cases. There were 110 opt outs.

There were objections by Joshua Meadors and Jeremy Busacca. The court has considered the substance of the objections, which are in essence that the terms of the settlement are not adequate. The Court finds that there is no indication of collusion and that the class settlement is reasonable given the strengths and weaknesses of the claims and defenses and the uncertainty of litigation. The objectors had the opportunity to opt-out and pursue individual claims but decided to stay in the class.

The proposed class is appropriate for class certification.

The agreed plan for distributing the settlement funds to the members of the class and the CMIA subclass is appropriate.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (*Hesse v. Sprint Corp.* (9th Cir. 2010) 598 F.3d 581, 590.) (See also *Hendricks v. Starkist Co* (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class

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settlement because scope of release overbroad].)

The unclaimed funds will be distributed to EPIC (Electronic Privacy Information Center). This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

APPROVAL OF FEES, COSTS, AND SERVICE AWARD

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 ["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"].)

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. Courts have benchmarks ranging from 25% to 33%. Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

The benchmark of 30% of \$5,800,000 suggests fees of \$1,740,000.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

Counsel assert they spent approximately 4,452 hours on the case. This is reasonable.

The court finds that a blended rate of \$600 is appropriate for the case. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 708-709 [blended rate of \$550]; Espejo v. Copley Press, Inc. (2017) 13 Cal.App.5th 329, 337 [blended rate of \$500/hour]; 569 East County

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Rene C. Davidson Courthouse

Boulevard LLC v. Backcountry Against the Dump, Inc. (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of \$275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on “Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia.” The court takes judicial notice of the Laffey matrix. (<http://www.laffeymatrix.com/>) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.

The court recently reviewed and reaffirmed its use of a blended rate of \$550. (Harris v. Southern New Hampshire University (2023) 2023 WL 3605289.)

The court will use a blended rate of \$600 per hour.

This results in a lodestar of \$2,671,200.

The court applies a 1.2 multiplier for risk. When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. With a fee shifting statute, counsel has the risk of proving liability but if counsel proves liability, then the fees shift to the defendant with little to no consideration of the amount of the client's monetary recovery. (Weeks v. Baker & McKenzie (1998) 63 Cal.App.4th 1128, 1174.) For example, a nominal damage recovery will result in counsel recovering “reasonable attorneys' fees” that could far exceed the award of damages. (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419 [jury awarded plaintiff \$30,300, counsel recovered \$1,113,905.40 in fee-shifted fees]; Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007 [client recovered \$1, counsel recovered \$87,525 in fee-shifted fees].) There was a fee shifting provision. (E.g. Labor Code 2802) This results in a multiplier adjusted lodestar of \$3,205,440.

Considering the percentage analysis fees of \$1,740,000 and the multiplier adjusted lodestar fees of \$3,205,440., the court will award fees of \$1,740,000. This is the Court's benchmark. The Court does not find any facts that warrant a departure from its benchmark, either upwards or downwards. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

The court approves litigation costs of \$169,295.58.

The court approves actual settlement administration costs of \$150,012.45.

The court approves a service award of \$ 2,500 to each Plaintiff. Plaintiffs submitted declarations with evidence regarding the nature of participation in the action, including a description of specific actions and the amount of time committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

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Rene C. Davidson Courthouse

SETTLEMENT ADMINISTRATION

“The settlement-fund proceeds, having been generated by the value of the class members' claims, belong solely to the class members.” (Klier v. Elf Atochem North America, Inc. (5th Cir. 2011) 658 F.3d 468, 474.) “Ultimately, “[t]he goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible.”” (In re LIBOR-Based Financial Instruments Antitrust Litigation (S.D.N.Y. 2018) 327 F.R.D. 483, 496.) If there are unclaimed funds after an initial distribution to the class members, then the Court can order a second distribution to the class members who cashed their initial checks. (4 Newberg & Rubenstein on Class Actions (6th ed. 2022) §§ 12:28, 12:30.)

The Amended Agreement at para 86 states: “To the extent any monies remain in the Net Settlement Fund more than one hundred thirty (130) days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be made on a pro rata basis to all Participating Settlement Class Members with Approved Claims who deposit or cash their benefit check. If, at the discretion of the Settlement Administrator in consultation with the parties, the amount of a subsequent Settlement Payment distribution would be too small to make individual distributions to Participating Settlement Class Members economically viable, the remaining Net Settlement Fund shall be distributed to the Non-Profit Residual Recipient.”

The Court ORDERS that a compliance hearing on final distribution is set for 6/1/25. At least five court days before the hearing, class counsel must file an accounting of the distribution process and whether counsel has directed a second distribution.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting. If there are significant uncashed checks after the initial distribution, then class counsel may propose a second distribution to the persons who cashed the first checks. Based on information provided by the claims administrator, the court might order a second distribution.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release funds to the cy pres beneficiary and any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP

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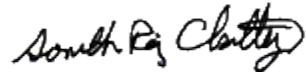
Rene C. Davidson Courthouse

384.5; Govt Code 68520.)

Plaintiff may submit a proposed order if necessary. The court will sign any proposed order, which is modified by this order.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 12/09/2025



S. Raj Chatterjee / Judge

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11/03/2025

Page 6 of 6

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/10/2025 Chad Finke, Executive Officer/Clerk of the Court By:  Deputy B. Mercado
PLAINTIFF/PETITIONER: Arielle Fields et al		
DEFENDANT/RESPONDENT: The Regents of the University of California et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: RG21097796

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Hearing on Motion for Order Motion for Final Approval and Motion for Attorneys Fees; filed by Miguel Ochoa (Plaintiff) + CRS# 561047834633 filed by Miguel Ochoa (Plaintiff); Jamie Mcdole (Plaintiff); Alvaro Galvis (Plaintiff) et al. on 11/03/... entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk