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13 and the Plaintiffs Class

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF ALAMEDA**

16 HADA GONZALEZ et al.
17 Plaintiffs,
18 v.
19 CITY OF OAKLAND and DOES 1
20 through 100, inclusive,
21 Defendants.

Case No. 23CV031786

ASSIGNED FOR ALL PURPOSES TO:
JUDGE ~~NOEL WISE~~;
DEPARTMENT 21

CLASS ACTION

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

Reservation #: 478579323442
Date: January 14, 2025
Time: 1:30 p.m.
Dept: 21
Judge: ~~Hon. Noel Wise~~

22
23 This matter, having come before the Superior Court of the State of California, in and for
24 the County of Alameda at 1:30 p.m. on January 14, 2025 in Department 21 with Cole & Van Note
25 appearing as counsel for Representative Plaintiffs Hada Gonzalez, David Martinez, Ira Bradford,
26 Tim De LaVega and Khaliq Harrison ("Harrison") (collectively, "Plaintiffs" or "Representative
27 Plaintiffs"), individually, and on behalf of the Plaintiff Class, and Baker & Hostetler, LLP
28 appearing as counsel for Defendant City of Oakland ("Defendant" or "Oakland"). The Court,

1 having carefully considered the briefs, argument of counsel, and all matters presented to the Court
2 and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class
3 Action Settlement.

4 **RECITALS:**

5 1. On April 25, 2023, Plaintiffs filed a Complaint against Defendant in Alameda
6 County Superior Court, on a class action basis, asserting claims for Information Practices Act of
7 1977 (Civ. Code, §1798), Negligence and Breach of Implied Contract (the "Gonzalez Action").
8 On August 2, 2023, the Gonzalez Action was amended to add additional Representative Plaintiffs.
9 The First Amended Complaint asserts claims for Negligence, Breach of Contract, and Breach of
10 Confidence.

11 2. On October 2, 2023, Plaintiff Khaliq Harrison, individually, and on behalf of the
12 putative Class, filed an action against Defendant asserting various claims concerning the Data
13 Security Incident in the Superior Court of the State of California, County of Alameda, short-
14 captioned *Khaliq Harrison v. City of Oakland*, Case No. 23CV046323 (the "*Harrison Action*").
15 As a material term of the Settlement, Plaintiff Harrison shall voluntarily dismiss the *Harrison*
16 *Action* and Plaintiff Harrison shall be thereafter joined into the *Gonzalez Action*.

17 3. On September 28, 2023, the parties engaged in an arm's-length mediation session
18 before Hon. Jay C. Gandhi of JAMS, and a second mediation session on July 23, 2024 before Jill
19 Sperber of Judicate West, both of which failed to result in a settlement. However, extensive
20 subsequent negotiations did result in a settlement.

21 **FINDINGS:**

22 1. For settlement purposes only, with respect to the Settlement Class, the Court
23 preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure
24 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual
25 Settlement Class Members in a single proceeding is impracticable, (b) questions of law and fact
26 common to all Settlement Class Members predominate over any potential individual questions,
27 (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class, (d) Plaintiffs and
28 proposed Settlement Class Counsel will fairly and adequately represent the interests of the

1 Settlement Class and (e) a class action is the superior method to fairly and efficiently adjudicate
2 this controversy.

3 2. The terms of the Settlement, including its proposed release, are preliminarily
4 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
5 providing notice of the Settlement to the Settlement Class in accordance with the notice plan, and
6 are subject to further and final consideration at the Final Approval Hearing provided for below. In
7 making this determination, the Court considered the fact that the Settlement is the product of arm's-
8 length negotiations facilitated by a neutral mediator and conducted by experienced and
9 knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the
10 Settlement Class, and the risk and benefits of continuing litigation to the parties and the Settlement
11 Class.

12 The Court, having made the above findings, now hereby ORDERS as follows:

13 **ORDER:**

14 1. The Court conditionally certifies the following Class for settlement purposes only:

15 "All individuals within the United States (1) whose Personal Information was stored,
16 possessed or controlled by Oakland and (2) who were notified by Oakland of the Data
17 Security Incident."

18 Excluded from the Settlement Class is any judge presiding over the Litigation and any
19 members of their first-degree relatives, judicial staff, persons who timely and validly request
20 exclusion from the Settlement Class and the following City of Oakland personnel: the Mayor,
21 Councilmembers, City Attorney, and those Oakland City Attorney's Office personnel who have
22 already released any claims arising from the Data Security Incident.

23 2. The Court hereby appoints Plaintiffs Gonzalez, Martinez, Bradford and Harrison as
24 Class Representatives for the Settlement Class.

25 3. The Court hereby appoints Cole & Van Note, Rains Lucia Stern St. Phalle & Silver,
26 P.C. and Arns Davis Law as Settlement Class Counsel.

27 4. As provided for in the Settlement Agreement, if the Court does not grant final
28 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its

terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any Party's position on the issue of class certification or any other issue in the case.

5. The Court appoints Simpluris as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

6. The Court has considered the Class Notice provisions of the Settlement, and the Class Notice attached as **Exhibits 1-4** to this Order. The Court finds that the direct emailing and/or mailing of Notice in the manner set forth in the notice plan is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Class Notice in the form attached as **Exhibits 1-4** to this Order. The Court orders the Settlement Administrator to commence the notice plan following entry of this Order in accordance with the terms of the Settlement Agreement

7. Each person wishing to opt out of the Settlement Class must individually sign and timely mail written notice of such intent to the Settlement Administrator, Class Counsel and Defense Counsel at the addresses set forth in the Class Notice. The written notice must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Class Notice Date.

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

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

10. Each Settlement Class Member desiring to object to the Settlement must submit a timely written notice of his or her objection to the Court, Settlement Administrator, Class Counsel and Defense Counsel at the addresses set forth in the Class Notice. Such notice must include: (i)

1 the objector's full name, current address, current telephone number, and be personally signed, (ii)
2 the case name and number—*Gonzalez v. City of Oakland*, Case No. 23CV031786, (iii)
3 documentation sufficient to establish membership in the Class, (iv) a statement of the position(s)
4 the objector wishes to assert, including the factual and legal grounds for the position, (v) provide
5 copies of any other documents that the objector wishes to submit in support of his/her position,
6 (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing, and (v)
7 whether the objecting Class Member is represented by counsel and, if so, the name, address, and
8 telephone number of his/her counsel.

9 11. To be timely, written notice of an objection in appropriate form must be mailed to
10 the Settlement Administrator and postmarked no later than 60 days after the Class Notice Date.

11 12. Unless otherwise ordered by the Court, any Settlement Class Member who does not
12 timely object in the manner prescribed above shall be deemed to have waived all such objections
13 and shall forever be foreclosed from making any objection to the fairness, adequacy or
14 reasonableness of the Settlement, including its releases, the Final Approval Order and Judgment
15 approving the Settlement, Plaintiffs' Counsel's Fees and Expenses and Service Awards to Plaintiff.

16 13. The Court will hold a Final Approval Hearing on 6/3/25, at 2:30pm, at the
17 Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612, Department 21, to
18 consider: (a) whether certification of the Settlement Class for settlement purposes only should be
19 confirmed, (b) whether the Settlement should be approved as fair, reasonable, adequate and in the
20 best interests of the Settlement Class, (c) the application by Plaintiffs' Counsel for an award of
21 attorneys' fees, costs and expenses as provided for under the Settlement, (d) the application for
22 Plaintiffs' Service Awards, as provided for under the Settlement, (e) whether the release of
23 Released Claims as set forth in the Settlement should be provided, (f) whether the Court should
24 enter the [Proposed] Final Order and [Proposed] Judgment, and (g) ruling upon such other matters
25 as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time
26 and without further notice to Settlement Class Members be continued or adjourned by order of the
27 Court.

14. No later than 45 days prior to the Final Approval Hearing, Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards. No later than five court days prior to the Final Approval Hearing, Plaintiffs may file a Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement and a Reply Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards, including as needed to respond to any valid and timely objections.

15. The related time periods for events preceding the Final Approval Hearing are as follows:

<u>Event</u>	<u>Date</u>
Settlement Administrator sends Notice to the Settlement Class (the "Notice Deadline")	Within 14 Days after Entry of Preliminary Approval Order
Last day for Settlement Class Members to opt out or object to the proposed Settlement	Within 60 Days after the Notice Deadline
Last day for Settlement Class Members to submit Claim Forms	No later than 90 days after the Notice Deadline
Date by which Class Counsel is to file Motion for Final Approval of Settlement and Petition for Award of Attorneys' Fees, Expenses and Service Awards	No later than 45 days prior to the Final Approval Hearing
Final Approval Hearing	TBD

16. All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement shall be stayed pending final approval of the Settlement.

17. Any action brought by a Settlement Class Member concerning a Released Claim, including all proceedings in this litigation shall be stayed pending final approval of the Settlement.

18. The *Harrison Action* (Case No. 23CV046323) is dismissed and Plaintiff Harrison is joined into the operative *Gonzalez* Complaint.

19. Attached hereto as **Exhibit 1** to this Order is a true and correct copy of the Claim Form agreed upon by the Parties as part of the Settlement Agreement.

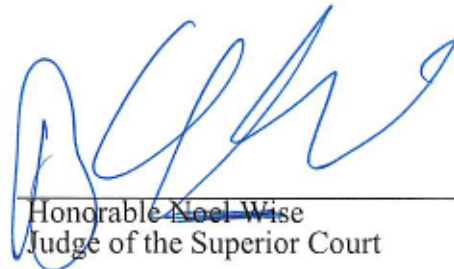
20. Attached hereto as **Exhibit 2** to this Order is a true and correct copy of a proposed Long Class Notice to be distributed to the Class according to the procedures outlined in the Motion for Preliminary Approval and the Settlement Agreement.

21. Attached hereto as **Exhibit 3** to this Order is a true and correct copy of a proposed Summary Class Notice to be distributed to the Class according to the procedures outlined in the Motion for Preliminary Approval and the Settlement Agreement.

22. Attached hereto as **Exhibit 4** to this Order is a true and correct copy of a proposed Email Class Notice to be distributed to the Class according to the procedures outlined in the Motion for Preliminary Approval and the Settlement Agreement.

IT IS SO ORDERED.

Dated: 01/22/2025



Honorable Noel Wise
Judge of the Superior Court

Exhibit 1

Must be postmarked
or submitted online by
Month DD, 2024

GONZALEZ ET AL. V.
CITY OF OAKLAND CLAIMS
C/O ADMIN NAME AND ADDRESS
WWW.INSERT.COM

**CITY OF
OAKLAND**

City of Oakland Settlement Claim Form

Hada Gonzalez et al. v. City of Oakland

Case No. 23CV031786

Superior Court of California, County of Alameda

SETTLEMENT BENEFITS

This Claim Form should be filled out online or submitted by mail if you are an individual who received notice of a Data Security Incident that was discovered in February 2023 ("Data Security Incident") by letter from or on behalf of the City of Oakland, and you wish to sign up for credit monitoring and identity protection services and/or had extraordinary losses because of the Data Security Incident or out-of-pocket expenses or lost time spent dealing with the Data Security Incident. You may get a check or electronic payment if you fill out this Claim Form, if the Settlement is finally approved, and if you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement website, **www.INSERT.com** or call **1-INSERT** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by INSERT. Alternatively, you may submit a claim using the online form located on the Settlement Website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

Class Member Information

1. NAME:	First	M.I.	Last
	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. MAILING ADDRESS:	Street Address		
	<input type="text"/>		
	Apt. No.		
	<input type="text"/>		
	City		
<input type="text"/>			
State			
<input type="text"/>			
Zip			
<input type="text"/> - <input type="text"/>			

Questions? Visit www.INSERT.com or 1-INSERT

Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Ordinary Losses (Identify what you are attaching, and why the loss was incurred as a result of the Data Security Incident.)
Unreimbursed Bank Fees <i>Examples: Bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees, circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
Long Distance Phone Charges <i>Example: Phone bills with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
Cell Phone Charges (only if charged by the minute) <i>Example: Cell phone bills with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Data Charges (only if charged based on the amount of data used) <i>Examples: Cell phone and/or internet bills with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Postage <i>Example: Postage receipts with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Gasoline for Local Travel <i>Example: Gasoline receipts with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Credit Reports <i>Example: Receipts or statements for credit reports ordered with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Credit Monitoring Products <i>Example: Receipts or statements for credit monitoring products purchased with charges circled.</i>	\$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Identity Theft Insurance Product <i>Example: Receipts or statements for identity theft insurance products purchased with charges circled.</i>	\$	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	Date:	

Lost Time

All members of the Settlement Class who have spent time dealing with the Data Security Incident may claim up to three (3) hours for lost time at a rate of twenty-five dollars (\$25.00) per hour. Any payment for lost time is included in the three hundred fifty dollars (\$350) cap per Settlement Class Member.

I spent this many hours of time related to the Data Security Incident:

☐ **Hour(s).** Please round to the nearest hour (no documentation is needed).

☐ By checking this box, I attest that I spent the claimed time responding to issues raised by the Data Security Incident.

Explanation of Time Spent Responding to Issues Raised by the Data Security Incident (Identify what you did and why)	Approx. Date(s) (if known)	Number of Hour(s) rounded
<hr/> <hr/> <hr/> <hr/> <hr/>		

Extraordinary Losses Caused by the Data Security Incident

- ☐ Check this box if you wish to claim extraordinary losses caused by the Data Security Incident. Settlement Class Members may make a claim for documented extraordinary losses more likely than not caused by the Data Security Incident, up to a maximum amount of ten thousand dollars (\$10,000).

Extraordinary losses, including proven actual monetary losses caused by fraud or information misuse can be reimbursed, provided the loss: (i) is actual, documented, and unreimbursed, (ii) was more likely than not caused by the Data Security Incident, (iii) occurred ***between February 2023 and the Claims Deadline***, (iv) is not already covered by one or more ordinary loss claimed in this Claim Form, and (v) you made reasonable efforts to avoid the loss, or seek reimbursement for the loss through existing credit monitoring insurance and identity theft insurance.

Please describe the categories of Extraordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

Total Amount Claimed for this Category: \$_____ (maximum \$10,000)

Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Extraordinary Losses (Identify what you are attaching, and why it was incurred as a result of the Data Security Incident.)
For example, professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.	\$ Date:	
Other losses or costs resulting from identity theft or fraud (provide a detailed description). <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$ Date:	

Payment Option

If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment. Payments must be cashed within ninety (90) days.

Which do you prefer?

- ☐ Mailed Check
☐ Digital payment

Please select **one** of the following digital payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

Signature

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand the Claims Administrator may ask me to provide supplemental information before my claim is considered complete and may otherwise audit my Claim Form for accuracy and validity.

Signature:

Dated:

Print Name:

Reminder Checklist

- Keep copies of the completed Claim Form and documentation for your own records.
- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement Website at **www.INSERT.com** and complete the form for updating contact information or send written notification of your new address to the Claims Administrator. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you to complete your request.
- Please do not provide any sensitive documents that may contain personal information via email to the Claims Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement website at **www.INSERT.com** and provide these documents by uploading them online using the Documentation Upload page or by mail to the address at the top of this Claim Form.
- For more information, please visit the Settlement website at **www.INSERT.com** or call the Claims Administrator at 1-INSERT.
- The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click "Searches", then the "Case Number Search" link, then enter **23CV031786** as the case number and click "SEARCH". Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

Exhibit 2

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

Hada Gonzalez et al. v. City of Oakland, Case No. 23CV031786

To: All individuals to whom City of Oakland sent written notice on or about March 4, 2023 that their information may have been impacted in the Data Security Incident, defined below.

A proposed Settlement has been reached in a class action Lawsuit titled, *Gonzalez v. City of Oakland*, Case No. 23CV031786 (“the Lawsuit”) related to a Data Security Incident that was discovered on or about February 2023 and about which Defendant notified potentially impacted individuals on or about March 4, 2023 (the “Data Security Incident”). Defendant denies all of the claims and denies that it did anything wrong.

The Settlement offers monetary compensation and identity-theft protection to all persons sent a written notice of the Data Security Incident (“Settlement Class Members”). Settlement Class Members may make a Settlement Claim for: (i) Ordinary Losses, including lost time, (ii) Extraordinary Losses, and (iii) Credit Monitoring Services.

- (i) Ordinary Losses, including lost time: Settlement Class Members may be eligible to receive compensation for unreimbursed expenses such as costs or charges for obtaining credit reports, credit freezes, credit monitoring or identity theft protection services and time expended (up to three (3) hours, at the rate of twenty-five dollars (\$25.00) per hour) addressing the Data Security Incident, up to a collective total of three hundred fifty dollars (\$350) per person.
- (ii) Extraordinary Losses: Settlement Class Members who were victims of actual documented monetary loss or fraud caused by the misuse of the Settlement Class Member’s personally identifiable information (“PII”) are also eligible to receive reimbursement up to ten thousand dollars (\$10,000) per person.
- (iii) Credit Monitoring Services: Settlement Class Members are eligible to receive three (3) years of three bureau credit monitoring services.
- (iv) Benefits for Police Officers: In addition to the benefits above, Settlement Class Members who served as Police Officers for the City of Oakland and received a written notice of the Data Security Incident (“Police Officer Class Members”) shall also receive a cash payment of \$175. Police Officer Class Members will receive this cash payment regardless of whether they experienced any fraudulent or unauthorized activity, any identifiable losses,

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or any identity theft as a result of the Data Security Incident. No claims process will be required for Police Officer Settlement Class Members to receive this award.

- (v) Police Officer Settlement Class Members also retain their right to reimbursement of relocation expenses under Cal. Penal Code § 832.9.

If you are a Settlement Class Member, your options are:

SUBMIT A CLAIM FORM DEADLINE: _____	You must submit a valid claim form to receive a payment from this Settlement.
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE: _____	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.
OBJECT DEADLINE: _____	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.

The Court must give final approval to the Settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting **www._____ .com** or by calling 1-800-XXX-XXXX.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

Settlement Class Members are eligible to receive payment from a proposed Settlement of the Lawsuit. The court overseeing the Lawsuit pending in the Superior Court of California (County of Alameda) authorized this Notice to advise Settlement Class Members about the proposed

Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. *What is the Lawsuit about?*

The Lawsuit is brought on behalf of certain individuals whose personal information was in the possession of the City of Oakland and who received notice from the City of Oakland that their personal information may have been accessed and exfiltrated by unauthorized individuals as part of the Data Security Incident. The affected information may have included without limitation full names, addresses, driver's license numbers, medical information, city record information, city internal report information and Social Security numbers.

The Lawsuit claims Defendant is legally responsible for the Data Security Incident and asserts various legal claims, including negligence, breach of contract and breach of confidence. Defendant denies these claims and contends it did nothing wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the "class" and each individually is a "class member." There are five Representative Plaintiffs in this case: Hada Gonzalez, David Martinez, Ira Bradford, Tim De LaVega and Khaliq Harrison. The class in these cases is referred to in this Notice as the "Settlement Class."

4. *Why is there a settlement?*

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiffs' claims or Defendant's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

Terms of the Proposed Settlement

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court means all individuals within the United States (1) whose Personal Information was stored, possessed or controlled by the City of Oakland and (2) who were notified by the City of Oakland of the Data Security Incident. Excluded from the Settlement Class is any judge presiding over the Litigation and any members of their first-degree relatives, judicial staff, persons who timely and validly request exclusion from the Settlement Class and the following City of Oakland personnel: the Mayor, Councilmembers, City Attorney, and those Oakland City Attorney's Office personnel who have already released any claims arising from the Data Security Incident.

6. *What are the terms of the Settlement?*

The proposed Settlement will provide Settlement benefits on a claims-made basis. This means each Settlement Class Member who submits an approved claim will receive a corresponding benefit from the Settlement. Defendant will pay the total amount of the approved claims. Administrative costs and attorneys' fees shall be paid by the City of Oakland separately and in addition to the total amount of approved claims.

Settlement Class Members may make a Settlement Claim for: (i) Ordinary Losses, including lost time, (ii) Extraordinary Losses, and (iii) Credit Monitoring Services. Police Officer Class Members will receive a cash payment of \$175 in addition to the above benefits and retain their right to reimbursement of relocation expenses under Cal. Penal Code § 832.9.

The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident, as detailed in the Class Settlement Agreement and Release.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court, and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident. The claims that Settlement Class Members are releasing are described in Section 1.37 of the Class Settlement Agreement and Release and the persons and entities being released from those claims are described in Section 1.38 of the Class Settlement Agreement and Release. Section 8 of the Class Settlement Agreement and Release explains when such releases will occur.

Your Options as a Settlement Class Member

8. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. **However, if you wish to seek an award under the settlement, you must complete and submit a Claim Form postmarked or submitted online at www._____.com by [INSERT DATE].**

If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 15 below for instructions on how to submit an objection.

9. *What happens if I do nothing?*

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at **www._____.com**. You may also obtain a paper Claim Form by downloading it at **www._____.com** or by calling the claims administrator at **[INSERT TOLL-FREE NUMBER]**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **www._____.com** or mail them to: **[INSERT CLAIMS MAILING ADDRESS]**.

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must make a signed, written request that (i) says you wish to exclude yourself from the Settlement Class in these Lawsuits, and (ii) includes your name, address and phone number. You must submit your request through the Settlement website (**www._____.com**) or mail your request to this address:

[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]

Your request must be submitted online or postmarked by **[INSERT DATE]**.

13. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award. However, you will also not be bound by any judgment in the Lawsuit.

14. If I do not exclude myself, can I sue Defendant for the Data Security Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

15. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be submitted to the Court either by mailing to the Clerk of the Court or filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings and also mailed to Settlement Class Counsel and Defendant's Counsel, at the mailing addresses listed below. Your objection must be filed or postmarked no later than the objection deadline, **[INSERT OBJECTION DEADLINE]**:

Court	Defendant's Counsel
<p>Clerk of Court Superior Court of California County of Alameda René C. Davidson Alameda County Courthouse 1225 Fallon Street Oakland, CA 94612</p>	<p>Matt Pearson, Esq. BAKER & HOSTETLER LLP 600 Anton Blvd., Suite 900 Costa Mesa, CA 92626-7221</p>
Settlement Class Counsel	
<p>Scott Edward Cole, Esq. COLE & VAN NOTE 555 12th Street, Suite 2100 Oakland, California 94607</p>	

To be considered by the Court, your objection must list the name of the Lawsuit pending in Alameda County: *Gonzalez et al. v. City of Oakland*, No 23CV031786, and include all of the following information: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (such as the notice you received from City of Oakland or the notice of this Settlement); (iii) a statement as to whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire Class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable; (v) the identity of any counsel representing you; (vi) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objections and any documents to be presented or considered; and (viii) your signature and the signature of your duly authorized attorney or other duly authorized representative (if any).

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Court Approval of the Settlement

16. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for _____, 202__ at _____ a.m./p.m. in Department 21 of the Superior Court of California County of Alameda, 1221 Oak Street, Oakland, CA 94612. Please visit the Court's website at <https://www.alameda.courts.ca.gov/location/oakland-administration-building> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.alameda.courts.ca.gov or access the Court docket, through the Court's Public Portal at <https://eportal.alameda.courts.ca.gov> to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 20. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement and no appeal is taken, Defendant will deposit with the Settlement Administrator sufficient funds to pay approved claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiffs, and the case will proceed as if no settlement had been attempted.

Lawyers for the Settlement Class and Defendant

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Scott Edward Cole, Esq.
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, California 94607
(510) 891-9800

Settlement Class Members will not be charged for the services of Settlement Class Counsel; Settlement Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

21. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees and costs up to \$528,000. Settlement Class Counsel will also request approval of service awards of \$2,000 to each of the Representative Plaintiffs (a total of \$10,000).

22. *Who represents Defendant in the Lawsuit?*

Defendant is represented by the following lawyers:

Matt Pearson, Esq.
BAKER & HOSTETLER LLP
600 Anton Blvd., Suite 900
Costa Mesa, CA 92626-7221

For Further Information

23. *What if I want further information or have questions?*

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release available at **www._____.com** or by contacting Settlement Class Counsel at the phone number provided in response to Question 20 above.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click "Searches", then the "Case Number Search" link, then enter **23CV031786** as the case number and click "SEARCH". Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

Simpluris will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]

Exhibit 3

fPostcard Notice

Front of Postcard:

[INSERT ADDRESS]

Unique ID <<UNIQUEID>>

If you were notified of a Data Security Incident involving the City of Oakland, you may be entitled to benefits from a settlement.

Back of Postcard:

A proposed settlement has been reached in a class action lawsuit against the City of Oakland ("Defendant") related to a security incident that was discovered in February 2023 and about which Defendant notified potentially impacted individuals in March 2023. The lawsuit claims Defendant is legally responsible for the Data Security Incident, where full names, addresses, driver's license numbers, medical information, city record information, city internal report information and Social Security numbers may have been accessed and exfiltrated by unauthorized individuals. The lawsuit asserts various legal claims, including negligence, breach of contract and breach of confidence. Defendant denies these claims and denies that it did anything wrong.

You are receiving this Notice because you may be a Settlement Class Member. The Settlement Class is defined by the Court as all individuals within the United States (1) whose Personal Information was stored, possessed or controlled by the City of Oakland and (2) who were notified by the City of Oakland of the Data Security Incident.

Under the terms of the Settlement, you can recover the following benefits: (i) Ordinary Losses, including lost time, (ii) Extraordinary Losses, and (iii) 36 months of three credit bureau Credit Monitoring Services. In addition to these benefits, individuals who served as Police Officers for the City of Oakland and received a written notice of the Data Security Incident shall also receive a cash payment of \$175. Police Officers also retain their right to reimbursement of relocation expenses under Cal. Penal Code § 832.9.

The easiest way to submit a claim is online at **www.XXXXXXXXXXX.com** using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online on or before **MONTH DAY, 20XX**. You can also exclude yourself or object to the Settlement on or before **MONTH DAY, 20XX**. If you do not exclude yourself from the Settlement, you will remain in the Class and will give up the right to sue the Defendant over the claims resolved in the Settlement. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.XXXXXXXXXXX.com.**

The Court will hold a Final Approval Hearing on **MONTH DAY, 20XX, at X:XX X.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary. It is possible the Court could

reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **www.XXXXXXXXXXX.com**.

This Notice is a summary. The Settlement Agreement and more information about the lawsuit and Settlement are available at **www.XXXXXXXXXXX.com** or by calling toll-free **1-XXX-XXX-XXXX**.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Alameda County Superior Court's website: <https://eportal.alameda.courts.ca.gov>.

Exhibit 4

Sender Email: [Settlement Administrator Email Address]

Sender Name: Settlement Administrator

Subject Line: Notice of Class Action Settlement – *Gonzalez et al. v. City of Oakland*

Notice ID: [Notice ID number]

Confirmation Code: [Confirmation code number]

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for a cash payment from a class action settlement involving the City of Oakland, but you need to act.

A court authorized this Notice.

This is not spam, an advertisement or a lawyer solicitation.

A proposed settlement has been reached in a class action lawsuit against the City of Oakland (“Defendant”) related to a Data Security Incident that was discovered in February 2023 and about which Defendant notified potentially impacted individuals in March 2023 (the “Data Security Incident”). The lawsuit claims Defendant is legally responsible for the Data Security Incident, where full names, addresses, driver’s license numbers, medical information, city record information, city internal report information and Social Security numbers may have been accessed and exfiltrated by unauthorized individuals. The lawsuit asserts various legal claims, including negligence, breach of contract and breach of confidence. Defendant denies these claims and denies that it did anything wrong.

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release, available at **www._____.com** or by contacting Settlement Class Counsel, Cole & Van Note, at (510) 891-9800.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court’s website, at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click “Searches”, then the “Case Number Search” link, then enter **23CV031786** as the case number and click “SEARCH”. Images of every document filed in the case may be viewed through the “Register of Actions” at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

ARE YOU INCLUDED? Yes, Defendant's records show that you are an individual whose information may have been accessed and that you were sent a notification of the Data Security Incident on or about March 4, 2023. Therefore, you are included in this Settlement as a "Settlement Class Member."

WHAT ARE THE SETTLEMENT BENEFITS? Under the terms of the Settlement, you can recover the following benefits: (i) Ordinary Losses, including lost time, (ii) Extraordinary Losses, and (iii) 36 months of three credit bureau Credit Monitoring Services.

In addition to these benefits, individuals who served as Police Officers for the City of Oakland and received a written notice of the Data Security Incident shall also receive a cash payment of \$175. Police Officers also retain their right to reimbursement of relocation expenses under Cal. Penal Code § 832.9.

HOW CAN I FILE A CLAIM? The only way to file a claim is by filling out a Claim Form available if you:

- Visit the Settlement website at www.XXXXXXXXXX.com or
- Call 1-XXX-XXX-XXXX.

All claims must be filed *before* **Month Day, 2024**. Police Officers who received a notice from Defendant are not required to file a claim to receive a cash payment of \$175.

WHAT ARE MY OTHER OPTIONS? If you do nothing, you will remain in the Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2024**. If you stay in the Settlement, you may object to it by **Month Day, 2024**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the Settlement website below or call the phone number below for a copy of the more detailed notice.

WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? On **Month Day, 20xx**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of up to \$528,000 and a service award of \$2,000 for each Plaintiff. The Motion for Attorneys' Fees will be posted on the Settlement website after it is filed. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but it is not necessary.

For more information, call or visit the website below.

www.XXXXXXXXXX.com

1-XXX-XXX-XXXX

[Unsubscribe](#)

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>		<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>		<p align="center">FILED Superior Court of California County of Alameda 01/23/2025 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall</p>
<p>PLAINTIFF/PETITIONER: Hada Gonzalez et al</p>		
<p>DEFENDANT/RESPONDENT: City of Oakland</p>		
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>		<p>CASE NUMBER: 23CV031786</p>

I, the below named Executive Officer/Clerk of Court 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 GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT 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.

Marcus McCutcheon
Baker & Hostetler LLP
mmcutcheaon@bakerlaw.com

Scott Cole
Cole & Van Note
sec@colevannote.com

Dated: 01/23/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk