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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
09/08/2021 at 01:44:00 PM
Clerk of the Superior Court
By Nicole Adams, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION

JUAN C. LOZANO, and his minor son A.J.L.,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

CODEMETRO, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 37-2020-00022701-CU-MC-CTL

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Dept. C-64
Hon. John S. Meyer

Date Filed: July 1, 2020

1 WHEREAS, the Court, having considered the Settlement Agreement filed March 2, 2021
2 (the “Settlement”) between and among Representative Plaintiff, individually and on behalf of the
3 Settlement Class, and Defendant CodeMetro, Inc. (“CodeMetro”), the Court’s Order Granting
4 Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying
5 Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final
6 Fairness Hearing on September 3, 2021, having considered all of the submissions and arguments
7 with respect to the Settlement, and otherwise being fully informed, and good cause appearing
8 therefor;

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

10 1. Representative Plaintiff’s Motion for Final Approval of Class Action Settlement
11 Agreement and Award of Attorneys’ Fees, Costs, and Expenses, and Representative Plaintiff
12 Service Award is GRANTED.

13 2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement
14 (including its exhibits), the parties’ February 12, 2021 Amendment to the Settlement Agreement,
15 and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the
16 Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order
17 and Judgment.

18 3. The Court has subject matter jurisdiction over this matter including, without
19 limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for
20 settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss
21 the Litigation with prejudice.

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

23 4. Based on its review of the record, including the Settlement, all submissions in support
24 of the Settlement, and all prior proceedings in the Litigation, the Court finally certifies the following
25 Settlement Class for settlement purposes only:

26 All persons for whom data was stored on the database server at issue in the Data
27 Incident and whose PII/PHI therefore may have been involved in the Data Incident.
28 Excluded from the Settlement Class are: (1) CodeMetro and its officers, directors,
employees, principals, affiliated entities, controlling entities, agents, and other

1 affiliates; (2) the Judge(s) assigned to this case and any members of their immediate
2 families.

3 5. Also excluded from the Settlement Class are those Persons identified in Exhibit A
4 hereto, each of whom submitted a timely and valid request to be excluded from the Settlement Class.
5 Such Persons shall not receive the benefits of the Settlement and shall not be bound by this Orde
6 and Judgment.

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

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

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

28

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

2 8. The Court finds that the Settlement resulted from arm’s-length negotiations between
3 Co-Lead Settlement Class Counsel and CodeMetro with the assistance of the Honorable Wayne R.
4 Andersen (Ret.) of JAMS.

5 9. The Court hereby finally approves in all respects the Settlement as fair, reasonable,
6 and adequate, and in the best interest of the Settlement Class.

7 10. The Court finds that Representative Plaintiff and Co-Lead Settlement Class Counsel
8 fairly and adequately represented the interests of Settlement Class Members in connection with the
9 Settlement.

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

14 **IV. RELEASE**

15 12. Upon the Effective Date, each Settlement Class Member, including Representative
16 Plaintiff, for themselves and their respective beneficiaries, executors, conservators, personal
17 representatives, wards, heirs, predecessors, successors, current and former employees, officers,
18 agents, directors, attorneys, administrators, legal representatives, assigns, affiliates, partners,
19 associates, co-owners, devisees, assignees, spouses, children, representatives of any kind, and with
20 respect to minors, parents and guardians, in consideration of the benefit set forth in this Settlement,
21 shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and
22 forever released, relinquished, and discharged all Released Claims.

23 13. For purposes of this Order and Judgment, “Released Claims” means any and all
24 Claims asserted against any of the Released Persons based on the allegations, facts, or circumstances
25 alleged in the Litigation, including without limitation the Data Incident, and also all judgments,
26 liens, indebtedness, losses, claims, liabilities, actions, demands, rights, suits, and causes of action of
27 whatever kind or nature against the Released Persons, including damages, costs, expenses, penalties,
28 and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity directly or

1 indirectly arising out of, relating to, or in any way connected with, the Data Incident, which have
2 been asserted or which could have been asserted by Representative Plaintiff or any Settlement Class
3 Member against any of the Released Persons based on, relating to, concerning, or arising out of the
4 Data Incident or the allegations, facts, or circumstances described in the Litigation, whether in
5 federal court, state court or any other forum. Released Claims shall include Unknown Claims, but
6 shall not include the right of any Settlement Class Member or any Released Person to enforce the
7 terms of the Settlement Agreement and claims not arising from the facts alleged in the Litigation,
8 including, but not limited to, claims for personal injury.

9 14. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement
10 Class Member, including Representative Plaintiff, shall, either directly, indirectly, representatively,
11 as a member of or on behalf of the general public, or in any capacity, be permanently barred and
12 enjoined from commencing, prosecuting, or participating in any recovery in, any claim or action in
13 this or any other forum (other than participation in the settlement as provided herein) in which any
14 of any Released Claim(s) is/are asserted.

15 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE**
16 **PLAINTIFF SERVICE AWARD**

17 15. The Court awards attorneys' fees of \$283,333, reimbursement of costs and expenses
18 in the amount of \$13,587.50, and payment of a service award in the amount of \$2,500 to
19 Representative Plaintiff. The Court directs the Settlement Administrator to pay such amounts from
20 the Settlement Fund in accordance with the terms of the Settlement. Co-Lead Settlement Class
21 Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the
22 attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the
23 Litigation.

24 **VI. OTHER PROVISIONS**

25 16. Without affecting the finality of this Judgment in any way, the Court retains
26 continuing jurisdiction over the Settling Parties and the Settlement Class for the administration,
27 consummation, and enforcement of the terms of the Settlement Agreement.

28

1 17. In the event the Effective Date does not occur, this Order and Judgment shall be
2 rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this
3 Order and Judgment and all orders entered in connection herewith shall be vacated and null and
4 void, the Settling Parties shall be restored to their respective positions in the Litigation, the terms
5 and provisions of the Settlement shall have no further force and effect with respect to the Settling
6 Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any
7 judgment or order entered by the Court in accordance with the terms of the Settlement shall be
8 treated as vacated, *nunc pro tunc*.

9 **IT IS SO ORDERED.**

10
11 Dated: 9-8-2021



By: _____

HON. JOHN S. MEYER
JUDGE OF THE SUPERIOR COURT

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Exhibit A

No requests to be excluded from the Settlement Class were received.

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CERTIFICATE OF SERVICE

Juan C. Lozano v. CodeMetro, Inc.

San Diego Superior Court – Central
Case No. 37-2020-00022701-CU-MC-CTL

I hereby certify that on September 3, 2021, I electronically filed the foregoing with the Clerk of the Court using One Legal Online Court Services, and electronically served the foregoing upon the attorney of record for each party in this case at the e-mail address(es) registered for such service through One Legal Online Court Services. Parties may access this filing through the Court’s website.

I certify under penalty of perjury that the foregoing is true and correct. Executed on September 3, 2021.

s/ Janet Kohnenberger

Janet Kohnenberger
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San Diego, CA 92101
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619/338-1101 (fax)
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