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Superior Court of California
County of Los Angeles
11/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SUMNER DAVENPORT, DANIEL COHEN, and WILLIAM WOODWARD individually and on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

LA FINANCIAL FEDERAL CREDIT UNION, D/B/A LA FINANCIAL,

Defendant.

Case No. 24STCV24021

~~[PROPOSED]~~ AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL ORDER AND JUDGEMENT

Judge: Hon. Theresa M. Traber
Complaint Filed: Sept. 17, 2024
Trial Date: Not Set

Hearing Date: October 30, 2026
Time: 10:30 A.M.
Location: Spring Street Courthouse Department 1

Plaintiffs Sumner Davenport, Daniel Cohen, and William Woodward ("Plaintiffs"), and Defendant LA Financial Federal Credit Union, d/b/a LA Financial ("LA Financial" or "Defendant" and collectively, the "Parties") have entered into a Class Action Settlement Agreement and Release and all exhibits thereto (the "Settlement" or "Settlement Agreement");

On April 27, 2026, the Court entered the Preliminary Approval Order that, among other things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382, a class for purposes of Settlement only; (b) appointed named Plaintiffs Sumner Davenport, Daniel Cohen, and William Woodward as Class Representatives for settlement purposes; (c) appointed as Class Counsel Carly C. Roman of Strauss Borrelli PLLC; John J. Nelson of Milberg, PLLC; and John Kristensen of Kristensen Law Group; (d) preliminarily found that the Settlement is fair, reasonable, adequate, and the product of substantial investigation, litigation, and arm's length negotiations; (e) appointed Epiq as the Settlement Administrator to provide notice to the Settlement Class, as selected and agreed upon by the Parties; (f) approved the claims, opt-out, and objection procedures provided for in the Settlement Agreement; and (g) scheduled a Final Approval Hearing for July 20, 2026, in Department 1 of the Los Angeles County Superior Court;

The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order has been provided, as attested to in the declaration of the Settlement Administrator, Epiq;

A Final Approval Hearing was held on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being due and the appropriate number of days after such notice to the Settlement Class;

The Court duly considered the motion for final approval of the Settlement Agreement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award; and

The Court has considered the Settlement Agreement and exhibits thereto, the submissions of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel, and any objections made by Settlement Class Members.

Good cause appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS**:

1. The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class Members who did not timely exclude themselves from the Settlement Class.

2. The Court adopts, incorporates, and makes a part hereof: (a) the Settlement Agreement executed by the Parties (the "Settlement Agreement"), including the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively, all of which were previously filed with the Court. All capitalized terms used in this Order have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. The Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as: All individuals residing in the United States whose PII was compromised in the Data Breach, including all those who received notice of the breach." S.A. ¶ 1.44. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) LA Financial and its subsidiaries, parent companies, successors, predecessors, and any entity in which LA Financial, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

4. Class Representatives. Plaintiffs Sumner Davenport, Daniel Cohen, and William Woodward are hereby appointed, for settlement purposes only, as Class Representatives for the Settlement Class.

5. Class Counsel. Carly C. Roman of Strauss Borrelli PLLC; and John J. Nelson of Milberg, PLLC[1] are hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

6. This Court finds and concludes, solely for purposes of settlement, that:

[1] The Court notes that John Kristensen of Kristensen Law Group has unfortunately passed away and while he was designated as Class Counsel at preliminary approval, he will not be so designated in this Order.

a. the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Action is impracticable;

b. the Settlement Class has been objectively defined and can and has been ascertained from Defendant's business records;

c. there are questions of law and fact common to the Settlement Class which, as to the Settlement and related matters, predominate over any individual questions;

d. the Class Representative's claims are typical of the Settlement Class Members' claims;

e. the Class Representative and Class Counsel can and have fairly and adequately represented and protected the Settlement Class Members' interests;

f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (1) the interests of the Settlement Class Members in individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class Members; (3) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the management of this class action.

7. Class Notice. The Court finds that dissemination of the notices attached to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to obtain settlement benefits; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsels' motion for an award of attorneys' fees and expenses and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses and Service Awards to the Class Representatives; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all persons entitled to receive notice

of the proposed Settlement; and (e) satisfied the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice fully satisfied the requirements of due process.

8. Requests for Exclusion. One request for exclusion has been received and Cadence F. Kraft (Class Member ID No. 40087868000030916) is hereby excluded from the Settlement and is not bound by the Settlement or this Final Approval Order and Judgement.

9. Objections. No objections to the settlement were submitted.

10. The Court finds the compensation to the Settlement Class is fair and reasonable. The Court authorizes the Settlement Administrator to make payments to Settlement Class Members who submitted a Valid Claim in accordance with the terms of the Settlement Agreement.

11. The Court hereby adopts and approves the Settlement Agreement, and finds that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of the California Code of Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process Clause), and all other applicable laws, and in the best interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and their counsel to implement, perform, and consummate this Settlement in accordance with the terms and conditions of the Settlement Agreement.

12. Dismissal. The Action is hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement and this Order.

13. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Defendant, Plaintiffs, and all Settlement Class Members, as well as their respective successors and assigns.

14. Releases. The Releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each and every

Settlement Class Member shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor does the release apply to any Settlement Class Member who timely excludes himself or herself from the Settlement.

15. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against the Defendant or any of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

16. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and implementation of this Settlement and any award or distribution to Settlement Class Members; and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement, pursuant to California Code of Civil Procedure section 664.6 or otherwise.

17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees and reimbursement of expenses in the amount of $241,666.66 in fees and reimbursement of $20,069.24 in litigation costs, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement. Pursuant to the Settlement Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate the attorneys' fees and expenses award.

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18. Service Awards. The Class Representatives are awarded a Service Award in the amount of ~~$2,500~~ $5,000.00 each, for a total of $15,000.00 and such amount shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.

19. The Settlement Administrator is awarded the costs of Notice and administration in the amount not to exceed $85,000, and such amount shall be paid from the Settlement Fund pursuant to and consistent with the terms of the Settlement Agreement.

20. Defendant shall have no liability or responsibility for any payments, fees, or costs under this Order except as provided in the Settlement Agreement.

21. Modifications. Without further order of the Court, Plaintiffs, by and through Class Counsel, and Defendant may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

22. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiffs, Settlement Class Members, and Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 11/05/2026

Honorable Theresa M. Traber