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**FILED**  
Superior Court of California  
County of Los Angeles

04/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           A. Morales           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

SHERI RAE SCHUMACHER, BASEL  
HADDAD, individually, and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

BANK OF HOPE, a California corporation;  
DOES 1 through 10, inclusive,

*Defendant.*

Case No. 18STCV02066

**CLASS ACTION**

[Assigned to Hon. Lawrence P. Riff, Dept. 7]

**~~[PROPOSED]~~ FINAL APPROVAL  
ORDER**

1 Plaintiff Basel Haddad (“Plaintiff”) and Defendant Bank of Hope (“Defendant” or “Bank  
2 of Hope”) (collectively, the “Parties”), for the benefit of Bank of Hope and the Settlement Class,  
3 have entered into a Settlement Agreement dated October 3, 2022 and all exhibits thereto (the  
4 “Settlement” or “Settlement Agreement”);

5 On October 19, 2022, the Court entered an Order of Preliminary Approval (“Preliminary  
6 Approval Order”) that, among other things, (a) preliminarily certified, pursuant to the California  
7 Code of Civil Procedure Section 382, a class and sub-class for purposes of Settlement only; (b)  
8 appointed named Plaintiff Basel Haddad as Class Representative for Settlement purposes; (c)  
9 appointed Plaintiffs’ Lead Counsel Justin F. Marquez and Thiago M. Coelho as Settlement Class  
10 Counsel; (d) preliminarily found that the Settlement is fair, reasonable, adequate and the product  
11 of investigation, litigation and arm’s length negotiation; (e) appointed JND Legal  
12 Administration, LLC as the Settlement Claims Administrator to provide notice to the Settlement  
13 Class, as selected and agreed upon by the Parties; (f) approved the claims, opt out and objection  
14 procedures provided in the Settlement Agreement; and (g) scheduled a Final Approval hearing  
15 on or about April 12, 2022, in Department 7 of the Los Angeles County Superior Court;

16 The notice to the Settlement Class ordered by the Court in its Preliminary Approval  
17 Order has been provided, as attested to in the declaration of Shandarese Garr, filed with the  
18 Court on March 20, 2022;

19 A hearing was held on whether the Settlement set forth in the Settlement Agreement was  
20 fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date  
21 being due and the appropriate number of days after such notice to the Settlement Class;

22 The Court duly considered the application for final approval of the Settlement  
23 Agreement, Class Counsel’s application for attorney’s fees and reimbursement of expenses, and  
24 the request for plaintiff incentive awards; and

25 The Court has considered the Settlement Agreement and exhibits thereto, the  
26 submissions of the Parties, the record in the Action, the evidence presented, the arguments  
27 presented by counsel, and any objections by members of the Settlement Class. Good cause  
28 appearing: IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1           1.       The Court, for purposes of this Order on the Settlement Agreement (“Order”),  
2 adopts and incorporates the terms and conditions set forth in the Settlement Agreement executed  
3 by the Parties on October 3, 2022. Throughout this Order, the capitalized words are given the  
4 same meaning ascribed in the Settlement Agreement.

5           2.       The Parties to this Settlement Agreement are Plaintiff Basel Haddad, on behalf  
6 of himself and each of the Settlement Class Members, and Defendant Bank of Hope. This Court  
7 has jurisdiction over the subject matter of this litigation and over all Parties to the Action and  
8 members of the Settlement Class who did not timely exclude themselves from the Settlement  
9 Class. The Settlement Class means all natural persons residing in California as of June 28, 2018  
10 that Bank of Hope’s records indicate may have had personally identifying information  
11 transferred to the Alacer Group during the course of an engagement between Bank of Hope and  
12 the Alacer Group for professional services. The Settlement Class includes the Settlement Sub-  
13 Class, which means all members of the Settlement Class that received a “Notice of Data Breach”  
14 from Bank of Hope in the summer of 2018. Excluded from the Settlement Class are: (i) officers  
15 and employees of Bank of Hope, (ii) outside counsel retained by Bank of Hope in connection  
16 with the Action, (iii) any judicial officer to whom the Action is assigned, and (iv) any individual  
17 who timely and validly opted out from the Settlement Class. All Settlement Class Members are  
18 bound by this Order.

19           3.       This Court now finds and concludes, solely for purposes of settlement, that:

20                   (a) the members of the Settlement Class and Settlement Sub-class are so  
21                   numerous that joinder of all Settlement Class Members in the Action is  
22                   impracticable;

23                   (b) the Settlement Class and Settlement Sub-class have been objectively defined  
24                   and can and has been ascertained from Bank of Hope’s business records;

25                   (c) there are questions of law and fact common to the Settlement Class and  
26                   Settlement Sub-Class which, as to the Settlement and related matters,  
27                   predominate over any individual questions;

28                   (d) the claims of the Plaintiff are typical of the Settlement Class Members;

1 (e) Plaintiff and Class Counsel can and have fairly and adequately represented  
2 and protected the interests of the Settlement Class Members;

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

11 4. The Court finds that the notice to the Settlement Class and Settlement Sub-Class  
12 pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and  
13 constituted the best notice practicable under the circumstances to all persons within the  
14 definitions of the Settlement Class and Settlement Sub-Class to appraise interested parties of  
15 the pendency of the Action, the nature of the claims, the definition of the Settlement Class and  
16 Settlement Sub-Class, the opportunity to exclude themselves from the Settlement Class and  
17 Settlement Sub-Class or present objections to the Settlement. The notice fully complied with  
18 the requirements of due process and applicable statutes and laws and with the California Rules  
19 of Court.

20 5. The Court finds that Members of the Settlement Class and Settlement Sub-Class  
21 were given the opportunity to exclude themselves from the Settlement Class, and six individuals  
22 did so in a timely fashion, and three individuals discussed at the hearing did so late, and all of  
23 those requests for exclusion are hereby permitted. The Settlement Administrator shall maintain  
24 a list of all individuals who excluded themselves from the Settlement Class. Any other  
25 individuals who submit exclusion requests that are either untimely or not adequately completed,  
26 as reflected on the papers maintained by the Claims Administrator are not excluded from the  
27 Settlement Class. They are Settlement Class Members and are bound by the terms of the  
28 Settlement and this Order.

1           6.       The Court finds the compensation to the Settlement Class, including the provision  
2 of two years of Experian IdentityWorks “1B” credit monitoring and related services (valued at  
3 \$238.60 per Settlement Class Member) and reimbursement of data-breach related expenses of  
4 up to \$500 per Settlement Sub-Class Member, and injunctive relief in the form of regular data  
5 security assessments, data security training for employees that handle customer information,  
6 and regular vulnerability testing of Bank of Hope’s bank networks, are fair and reasonable. The  
7 Court authorizes the Settlement Administrator to pay the reimbursements to Settlement Sub-  
8 Class Members who submit eligible claim forms in accordance with the terms of the Settlement  
9 Agreement.

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

17           8.       The terms of the Settlement Agreement, including all exhibits to the Settlement  
18 Agreement and to this Order, shall be forever binding on the Settlement Class and the Parties.

19           9.       On the Effective Date and in consideration of the promises and covenants set forth in  
20 this Settlement Agreement, Plaintiff will be deemed to have fully, finally, and forever completely  
21 released, relinquished, and discharged the Released Person from any and all past, present and future  
22 claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands,  
23 charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages,  
24 or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or  
25 equity, fixed or contingent, accrued or unaccrued and matured or not matured (the “Plaintiff’s  
26 Release”).

27           10.      On the Effective Date, and in consideration of the promises and covenants set forth  
28 in this Settlement Agreement, each Settlement Class Member, inclusive of each Settlement Sub-

1 Class Member, who is not an Opt-Out Member will be deemed to have fully, finally, and forever  
2 completely released, relinquished, and discharged the Released Persons from any and all past, present  
3 and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, losses, rights,  
4 demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties,  
5 damages, or liabilities that arise out of or relate to the claims alleged, or facts asserted in, the operative  
6 Complaint; for clarity, this release includes any claims that arise out of, or relate to the Data Incident  
7 alleged in the Complaint, Bank of Hope's provision of customer information to The Alacer Group,  
8 including any alleged failure to secure customer permission for the same, the alleged failure to secure  
9 a confidentiality provision in agreements with The Alacer Group, or any actual, alleged, or suspected  
10 data breaches occurring at The Alacer Group (the "Settlement Class Release").

11 11. Neither the Settlement Agreement or this Order, nor the fact of Settlement shall  
12 be used as a finding or conclusion of the Court regarding Defendant's liability or the propriety  
13 of class certification or an admission by Defendant of any fault, wrongdoing, or liability  
14 whatsoever.

15 12. Settlement Class Counsel have applied for an award of \$783,947.32 in attorneys'  
16 fees, and \$96,052.68 in costs to be paid by Bank of Hope in accordance with the terms set forth  
17 in the Settlement Agreement. The Court finds that Settlement Class Counsel's request for  
18 attorney's fees and costs in the total amount of \$880,000 is reasonable and were reasonably  
19 incurred in the course of the litigation. Plaintiffs' Counsel are entitled to payment of these fees  
20 and expenses in the manner set forth in the Settlement Agreement. Settlement Class Counsel  
21 will distribute and allocate the attorneys' fees and expenses awarded to Plaintiffs' Counsel.  
22 Plaintiff has also applied for the payment of a service award for Plaintiff and class representative  
23 Basel Haddad in the amount of \$25,000. The Court finds this service award reasonable and  
24 directs that they be paid to the Settlement Administrator for distribution according to the  
25 Settlement Agreement.

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

28 14. Notice of entry of this Final Approval Order and the Judgment shall be given to

1 Class Members by posting a copy of the Final Approval Order and the Judgment on the  
2 Settlement Administrator’s website for a period of at least sixty (60) calendar days after the date  
3 of entry of this Final Approval Order and the Judgment.

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

9 16. A separate judgment (the “Judgment”) shall issue adopting the terms of this  
10 Order.

11 **IT IS SO ORDERED.**



Lawrence P. Riff / Judge

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14 DATE: 04/12/2023

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HONORABLE LAWRENCE P. RIFF  
JUDGE OF THE SUPERIOR COURT

