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FILED
Superior Court of California
County of Los Angeles
04/14/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

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

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

13 *Plaintiff,*

14 v.

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

17 *Defendant.*

Case No. 18STCV02066

CLASS ACTION

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

PROPOSED JUDGMENT

1 On ~~01/14/23~~ 01/14/23, 2023, the Court issued an Order Granting Motion for Final Approval of Class
2 Action Settlement and Awarding fees to Plaintiff’s Counsel (“Final Approval Order”). A true and
3 correct copy of the Final Approval Order is attached hereto as Exhibit A.

4 Pursuant to the Final Approval Order, the Court hereby orders as follows:

5 1. The Court certifies the following “**Settlement Class**” for settlement purposes only:
6 all natural persons resident in California as of June 28, 2018 that Bank of Hope’s records indicate
7 may have had personally identifying information transferred to The Alacer Group during the course
8 of an engagement between Bank of Hope and The Alacer Group for professional services. Excluded
9 from the Settlement Class are: (i) officers and employees of Bank of Hope, (ii) outside counsel
10 retained by Bank of Hope in connection with the Action, and (iii) judicial officer to whom this action
11 is assigned. Plaintiff Haddad is a member of the Settlement Class.

12 2. The Settlement Class includes the “**Settlement Sub-Class**,” which means: all
13 members of the Settlement Class that received a “Notice of Data Breach” from Bank of Hope in the
14 summer of 2018. Plaintiff Haddad is a member of the Settlement Sub-Class.

15 3. “**Settlement Class Benefits**” means compensation to the Settlement Class, including
16 the provision of two years of Experian IdentityWorks “1B” credit monitoring and related services
17 (valued at \$238.60 per Settlement Class Member) and reimbursement of data-breach related
18 expenses of up to \$500 per Settlement Sub-Class Member, and injunctive relief in the form of regular
19 data security assessments, data security training for employees that handle customer information,
20 and regular vulnerability testing of Bank of Hope’s bank networks, are fair and reasonable

21 4. The following Class Members submitted valid Requests for Exclusion from the
22 Settlement Class: Veronica Keum Choi, Jung Ja Chun, Christine J. Kim, Thomas Louis Costanza,
23 Kum Nam Hwang, and Angie Yon Hwang. These individuals are not members of the Settlement
24 Class.

25 5. The Court hereby confirms Justin F. Marquez and Thiago M. Coelho of Wilshire Law
26 Firm as **Class Counsel**.

27 6. The Court grants final approval of the Settlement as fair, adequate, and reasonable.
28

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

13 8. The "**Released Persons**" means Bank of Hope, and any other person or entity
14 involved in or responsible for the alleged Data Incident, as well as their respective present and
15 former parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, insurers, and
16 insurance policies, and each of their respective former or present directors, officers, employees,
17 agents, contractors, attorneys, accountants, and insurers. This includes, without limitation, The
18 Alacer Group and its former or present directors, officers, employees, agents, contractors,
19 attorneys, accountants, and insurers. For clarity, this Settlement Agreement is not intended, and
20 does not, release any claims Bank of Hope or its insurers, affiliates, and insurance policies have or
21 may have against The Alacer Group and/or its former or present directors, officers, employees,
22 agents, contractors, attorneys, accountants, insurers, and insurance policies.

23 9. Upon payment of the settlement class benefits by Defendant, Plaintiff Basel Haddad
24 ("**Plaintiff**") also provides a general release to the Released Persons, and a waiver of the protections
25 of California Civil Code section 1542.

26 10. The Court approves of the settlement class benefits, which will be calculated and
27 distributed pursuant to the terms of the Settlement Agreement.

28 11. The Court approves Class Counsel's request for attorneys' fees in the amount of

1 \$783,947.32, and awards \$96,052.68 in reasonable litigation costs to Class Counsel.

2 12. In acknowledgment of the benefits obtained on behalf of the Class, the Court approves
3 a Class Representative Service Award in the amount of \$25,000 to Plaintiff Basel Haddad.

4 13. The settlement administrator shall give notice of this Judgment for 60 days forthwith
5 on the settlement website.

6 14. The Court hereby enters final judgment in this case in accordance with the terms of
7 the Settlement, Final Approval Order, and this Order. Without affecting the finality of the Settlement
8 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and
9 the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this
10 Order and the Settlement.

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13 DATE: 04/14/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

Sheri Rae Schumacher v. Bank of Hope
18STCV02066

I, K. Elizabeth Maddison, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is *kmaddison@wilshirelawfirm.com*. On **April 13, 2023**, I served the foregoing document described as:

[PROPOSED] JUDGMENT

[✓] BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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Attorneys for Defendant Bank of Hope

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **April 13, 2023**, at Los Angeles, California.

/s/ K. Elizabeth Maddison

K. Elizabeth Maddison