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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** **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** [*Filed Concurrently with Declaration*] Judge: Hon. Theresa M. Traber Complaint Filed: Sept. 17, 2024 Trial Date: Not Set Hearing Date: July 20, 2026 Time: 10:30 A.M. Location: Spring Street Courthouse Department 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 20, 2026, at 10:30 a.m., or as soon as the matter may be heard before the Honorable Theresa M. Traber, located in Department 1 at the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs and Class Representatives Sumner Davenport, Daniel Cohen, and William Woodward ("Plaintiffs") will and hereby do move the Court for an Order (1) finding the Settlement is fair, reasonable, and adequate; (2) granting final approval of the Settlement and entering the Judgment, awarding (3) attorney fees of $241,666.66 and reimbursement of costs of $20,069.24, and (4) service awards of $5,000 per Class Representative (the "Service Awards") as provided for in the Settlement Agreement.

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Plan , the Settlement Agreement and Addendum presented at Preliminary Approval, and all papers filed in support thereof, the argument of counsel at the hearing on this Motion, the complete file and record in this action, and any such further briefing, additional documents or information, and oral argument as the Court may consider in deciding this motion at the Final Approval Hearing.

DATE: July 6, 2026

Respectfully submitted,

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, Rule 3.769(d), Representative Plaintiffs Sumner Davenport, Daniel Cohen, and William Woodward ("Class Representatives" or "Plaintiffs"), individually and on behalf of the Settlement Class, respectfully submit this Memorandum of Points and Authorities in support of Plaintiffs' Motion for Final Approval of the proposed classwide Settlement with Defendant LA Financial Federal Credit Union, d/b/a LA Financial ("LA Financial" or "Defendant").

The proposed Settlement provides for the creation of a $725,000 non-reversionary common fund that delivers meaningful cash payments to Class Members and provides for injunctive relief in the form of enhanced data security measures and safeguards designed to protect the Private Information that remains in Defendant's possession against future cybersecurity threats. This Settlement and the relief made available to the Class is an outstanding result given the significant factual, merits, and class certification hurdles Plaintiffs would have faced had the litigation continued, and considering the efficiency with which the Settlement was reached.

Since the Court's April 7, 2026, Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"),[1] the reaction of the Class has been overwhelmingly positive, with no objections and no requests for exclusion. *See* Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Plan ("Admin. Decl."), at ¶ 19. Moreover, the Settlement Administrator has received 3,757 Claim Forms which reflects a current claim rate of approximately 10.8% to date. *Id*. ¶ 20. This settlement comes after significant efforts between Defendant and Class Counsel to negotiate Plaintiffs' and Class Members' claims, which has ultimately resulted in a settlement that is better for all parties than continued litigation. The settlement is plainly within the range of fair, reasonable, and adequate, enjoys overwhelming Class support, and meets all requirements for final approval. The Court should grant this motion, finally certify the Class, finally approve the Settlement, and grant Plaintiffs' Motion for Attorneys' Fees, Costs and Service Awards, filed on June 20, 2026.

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[1] Counsel for Plaintiffs inform the Court that while John Kristensen of Kristensen Law Group was designated as Class Counsel in the Court's preliminary approval order, he has since unfortunately passed away and the accompanying Final Approval Order removes his designation as Class Counsel.

II. BACKGROUND AND PROCEDURAL HISTORY

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to and hereby incorporate Plaintiffs' Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement and the Plaintiffs' Motion for Attorneys' Fees, Costs and Service Awards.

III. SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT

1. Definition of the Class

The Settlement Class is 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. *Id*.

2. The Settlement Benefits

The proposed settlement creates a non-reversionary common fund of $725,000 and will provide monetary compensation to class members on a claims-made basis. S.A. ¶ 3.1.

The Settlement Fund will pay for the following benefits. *Id*. ¶ 3.4. ***First***, Settlement Class Members may claim up to $5,000.00 per person for documented losses. *Id*. ¶ 3.4(a). ***Second***, Settlement Class Members may claim a *pro rata* alternative cash payment of approximately $50.00. *Id*. ¶ 3.4(b). ***Third***, Settlement Class Members who are residents of California (or were residents of California between June 10, 2024, and the Claims Deadline) may also claim a *pro rata* California statutory cash payment of approximately $100.00. *Id*. ¶ 3.4(c). ***Fourth***, all Settlement Class Members can enroll in two (2) years of one-bureau credit monitoring services. *Id*. ¶ 3.5.

To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the Settlement Class Members, a subsequent Settlement Payment will be evenly distributed to all Settlement Class Members with Approved Claims for monetary payments and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars ($3.00) whereupon the amount 13 remaining in the Net Settlement Fund, if any, shall be distributed cy pres to The Identity Theft Resource Center a 501(c)(3) non-profit that supports victims of identity theft and fraud, as approved by the Court. *Id*. ¶ 3.12.

Separate and apart from these monetary benefits, Defendant invested approximately $125,000.00 in strengthening its cybersecurity to prevent future data breaches. *See* Declaration of Carol Galizia ("Galizia Decl.") ¶ 6 submitted in connection with Plaintiffs' Motion for Attorneys' Fees and Service Awards. Thus, the Settlement provides meaningful relief to all Settlement Class Members (regardless of whether or not they submit a claim).

3. Attorneys' fees, expenses, and Service Payments

Settlement Class Counsel seek reasonable attorneys' fees, costs, and expenses in the amount of $241,666.66 and reimbursement of $20,069.24 in litigation costs, as outlined in their Motion for Attorneys' Fees, Costs and Service Awards filed June 20, 2026. By that motion, Settlement Class Counsel also requested reasonable Service Payments for each Representative Plaintiff in the amount of $5,000.00, subject to Court approval.

4. The Released Claims

The Release for Settlement Class Members (who do not exclude themselves) in this case encompasses all claims that have been alleged in the operative Complaint on behalf of any Settlement Class Member, or that could have been alleged on behalf of any Settlement Class Member because they reasonably arise out of the same set of facts as alleged in the operative Complaint. *See* S.A. ¶¶ 1.36. Class Representatives will also release any Unknown Claims and waive the application of Cal. Civ. Code § 1542, such waiver will not apply to all Settlement Class Members. *Id*. ¶ 6.2.

5. The Notice Plan

On April 22, 2026, Epiq received one data file with 34,867 Settlement Class Member records, which included names and contact information, to the extent available ("Settlement Class List"). Admin Decl. ¶ 10. Epiq de-duplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. *Id*. These efforts resulted in 34,741 unique, identified Settlement Class Member records. *Id*. It was anticipated that an Email Notice would be sent to Settlement Class Members for whom a valid email address was available. *Id*. However, email addresses were not included in the data received, and therefore only Postcard Notices were sent. *Id*.

On May 7, 2026, Epiq commenced sending 34,741 double Postcard Notices with a detachable Claim Form ("Postcard Notice") to identified Settlement Class Members with an associated physical address. *Id*. ¶ 11. The Postcard Notice was sent via United States Postal Service ("USPS") first class mail. *Id*. The Postcard Notice clearly described the Settlement and the legal rights of the Settlement Class Members. *Id*. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. *Id*.

Prior to sending the Postcard Notices, mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure the Settlement Class Member address information was up-to-date and accurately formatted for mailing.[2] *Id*. ¶ 12. In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and were verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. *Id*.

Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. *Id*. ¶ 13. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of June 16, 2026, Epiq has remailed 222 Postcard Notices. *Id*.

As of June 16, 2026, a Postcard Notice was delivered to 34,540 of the 34,741 unique, identified Settlement Class Members. *Id*. ¶ 15. This means the individual notice efforts reached approximately 99% of the identified Settlement Class Members. *Id*. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan

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[2] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

that reaches[3] over 70% of targeted class members is considered a high percentage and the "norm" of a notice campaign.[4]

On May 6, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.LAFinancialSettlement.com). *Id*. ¶ 16. Relevant documents are posted on the Settlement Website, including the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and Complaint. *Id*. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. *Id*. Settlement Class Members are also able to file a Claim Form on the Settlement Website. *Id*.

On May 6, 2026, Epiq established a toll-free telephone number (1-866-931-4009) for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. *Id*. ¶ 17, In addition, callers have the option to speak to a live agent during normal business hours. *Id*.

To date Epiq has incurred administration fees and expenses for a total $65,469.03 and has agreed to cap the total administration expenses at $85,000. *Id*. ¶ 24.

6. The reaction of the Settlement Class

The reaction of the Class has been overwhelmingly positive. With the deadline to request exclusion from the Settlement or to object to the Settlement being July 6, 2026, no Class Members have opted-out and none have objected. *Id*. ¶ 19. Additionally, the Settlement Administrator has received 3,757 Claim Forms which reflects a current claim rate of approximately 11.6% to date, with the Claims Deadline not until August 5, 2026. *Id*. ¶ 21. The claims rate here far exceeds data breach class action settlements that have received final approval from their respective courts. *See e.g. Corona v. Sony Pictures.,* No. 2:14-cv-9600 (C.D. Cal.), ECF No. 145-1 at 11 n.8 & ECF 164 at 2 (Claims Rate 0.7%); *In re LinkedIn User*

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[3] FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), *available at* https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf. The guide suggests that the minimum threshold for adequate notice is 70%.

[4] Barbara Rothstein and Thomas Willging, Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges, at 27 (3d ed. 2010).

Privacy Litig., No. 12-cv03088-EJD (N.D. Cal.), ECF No. 122 at 2 & ECF 145-2 at ¶ 12 (Claims Rate 0.7%); *Hashemi, et al. v. Bosley, Inc.*, No. 2:21-cv-00946-PSG (C.D. Cal.), ECF No. 170 at 1, and ECF No. 59 at 8 (Claims Rate 0.9%). As claims are continuing to be received and evaluated for validity, Epiq will determine the estimated payment per Settlement Class Member with a valid claim. Admin Decl., ¶ 21. Accordingly, the overwhelming reaction to the Settlement is a positive one and supports granting Plaintiffs' motion for final approval of the Settlement.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE, AND MERITS FINAL APPROVAL

The Settlement is ready for the Court's final approval, as required by California Rules of Court, rule 3.769(a). When entertaining a request for final approval of a class action settlement, a court's fundamental consideration is whether the settlement is fair. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; Cal. Rules of Court, rule 3.769(g). In making this determination, the trial court has broad discretion to determine whether the settlement is fair, which is to be exercised through the application of several well-recognized relevant factors. *Dunk*, 48 Cal. App. 4th at 1801; *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 235; *Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110, 1117; *Chavez*, 162 Cal. App. at 52; *In Re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723.

These relevant factors include "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal. App. 4th at 1801. However, the *Dunk* court stated,

> The list of factors is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned."

(*Id.*)

Importantly, the *Dunk* court further emphasized, "[a] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id.* at 1802. The California decisions upholding settlements in class actions applying these factors, including *Dunk,* are fully consistent with a finding that the settlement here is fair, adequate and reasonable. Specifically, in upholding the trial court's approval of the settlement, the *Dunk* appellate court "h[e]ld that the trial court's scrutiny . . ., particularly in light of the substantial questions raised and information presented, was adequate to support its conclusion." *Id.* at 1805. All four factors establishing a presumption of fairness exist here, as set forth below, and their application supports the granting of final approval of the Settlement.

1. The strength of the case, and risk, expense, complexity and likely duration of further litigation favors final approval of the settlement.

"The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at trial." *Wershba*, 91 Cal. App. 4th at 246. "In the context of a settlement . . . the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Ochinero v. Ladera Lending, Inc*. (C.D. Cal. Feb. 26, 2021) 2021 WL 2295519, at *5 (citation and internal quotations omitted). The relatively early resolution of this action comes with the benefit of a relatively rapid and guaranteed recovery. *See California v. eBay, Inc*. (N.D. Cal. Sept. 3, 2015) 2015 WL 5168666, at *4 ("Since a negotiated resolution provides for a certain recovery in the face of uncertainty in litigation, this factor weighs in favor of settlement") (citing *Curtis-Bauer v. Morgan Stanley & Co., Inc*. (N.D. Cal. Oct. 22, 2008) 2008 WL 4667090, at *4 ("The uncertainty and complexity of proceeding to trial would be substantial. Settlement avoids the complexity, delay, risk and expense of continuing with the litigation and will produce a prompt, certain, and substantial recovery for the Plaintiff class.").) In this case, were the litigation to go forward, Class Counsel understands the uncertainty of prevailing on the Class's claims through trial and inevitable appeals due to the defenses that have been or could be asserted by Defendant. Data privacy is an emerging area of litigation, and these cases present unique challenges. If the case were to proceed without settlement, there would be considerable expense incurred from expert reports, discovery, and numerous factual and legal arguments regarding liability, damages, and injunctive relief, without any guarantee of relief for the Settlement Class.

Here, Class Counsel obtained a recovery for Plaintiffs and the Settlement Class that provides a significant cash benefit to all members of the Settlement Class who did not opt-out as well as forward looking relief in the form of data security enhancements. This sure and certain cash recovery far outweighs the risk of recovering nothing. The Settlement affords immediate and certain relief to Class Members and eliminates the risks attendant at trial and the possibility of lengthy appeals. "Avoiding such a trial and the subsequent appeals in this complex case strongly militates in favor of settlement rather than further protracted and uncertain litigation." *Nat'l Rural Telecomms. Coop v. DirecTV* (C.D. Cal. 2004) 221 F.R.D. 523, 527. Thus, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Id.* at 526. This factor therefore weighs in favor of approval of the Settlement. *See In re Omnivision Techs., Inc*. (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1042.

2. The Settlement is the product of non-collusive, arm's-length, and informed negotiations.

It is well established that a presumption of fairness exists where a settlement is reached through arm's-length bargaining. *See, e.g., Dunk*, 48 Cal. App. 4th at 1802; and *Wershba*, 91 Cal. App. 4th at 245. The presumption is warranted here. The Settlement in this case is the result of non-collusive, arms-length, and informed negotiations between experienced counsel who understood the strengths and weaknesses of their positions in this case and overseen by a well-regarded mediator, Robert A. Meyer, Esq. of JAMS. The Parties' good faith negotiations included the production of informal discovery to Plaintiffs, including information about how the Data Security Incident happened, Defendant's investigation of and response to the Data Security Incident, how many individuals it affected, the types and categories of Private Information impacted, Defendant's insurance coverage and limits, and Defendant's financial status *Dunk*, 48 Cal. App. 4th at 1802. Ultimately, the Parties spent several months negotiating the details of the Settlement and its exhibits. While negotiations were always collegial and professional between the Parties, there is no doubt that they were also adversarial in nature, with both Parties forcefully advocating the position of their respective clients.

Because the Settlement was negotiated at arm's length by experienced and knowledgeable counsel, with the assistance of a mediator, it is entitled to a presumption of fairness. *See Dunk*, 48 Cal. App. 4th at 1802–03. Thus, the Court is permitted to give considerable weight to the competency and integrity of counsel in assuring itself that the settlement agreement represents an arm's-length transaction entered without self-dealing or other potential misconduct. This factor therefore weighs in favor of approval of the Settlement.

3. Investigation and discovery conducted in this matter are sufficient to allow Class Counsel and the Court to act intelligently.

The Parties conducted sufficient investigation prior to reaching an agreement to settle. Indeed, Plaintiffs and Class Counsel conducted thorough pre-complaint investigations into the Data Security Incident and LA Financials corporate structure, the applicable law and available causes of action, and the resulting potential damages available to Settlement Class Members. The Parties also engaged in informal discovery efforts prior to and through mediation, including how the Data Security Incident happened, Defendant's investigation of and response to the Data Security Incident, how many individuals it affected, the types and categories of Private Information impacted, Defendant's insurance coverage and limits, and Defendant's financial status.

The information provided by Defendant was appropriately targeted at information relevant to the claims alleged in Plaintiffs' complaint and properly informed Plaintiffs' counsel during Settlement negotiations. *See In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 ("[F]ormal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement."); *Manual for Complex Litigation* § 13.12 (recognizing the benefits of settlement are diminished if it is postponed until discovery is completed and approving of targeting early discovery at information needed for settlement negotiations).) Informal discovery is a recognized method of minimizing the cost, delay, and burden associated with formal discovery. *See Manual for Complex Litigation* § 11.423. Accordingly, this factor also supports final approval.

4. No Objections to the Settlement have been received from Class Members.

As set forth in the Postcard Notice, the deadline to object to the Settlement or to request exclusion from the Class is July 6, 2026. To date, no Settlement Class Members has submitted an objection to the Settlement or to the requested attorneys' fees, expenses, and service awards, which was outlined in the

Notices, and no Class Members have requested exclusion from the Class. Thus, the reaction of the Class is overwhelmingly positive. *See 7-Eleven Owners for Fair Franchising,* 85 Cal. App. 4th at 1152-53 (finding that class member response was "overwhelmingly positive" when nine (9) objected and eighty (80) opted-out of a class of only 5,454). This factor therefore heavily weighs in favor of approval of the Settlement, especially when compared to *7-Eleven Owners for Fair Franchising*.

As demonstrated above, all of the factors establishing a presumption of fairness under *Dunk* exist here.

5. The Notice Plan satisfied the requirement of due process.

The manner of giving notice and the content of notice must "'fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings.'" *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1164 (citations omitted). An appropriate notice has a "'reasonable chance of reaching a substantial percentage of the class members.'" *Wershba*, 91 Cal. App. 4th at 251 (citation omitted); *Cellphone Termination*, 186 Cal. App. 4th at 1392; *see also* Cal. Rules of Court, rule 3.766. "Where the membership of a class is large, such as in this case, and individual damages are minimal, notice by publication alone may have been adequate." *Wershba*, 91 Cal. App. 4th at 251.

As set forth above, the Notice Plan was carefully tailored to reach Settlement Class Members and fairly apprise them of the Settlement. The Notice provided a brief, clear, and thorough explanation of the case, the terms of the proposed Settlement, the maximum amount Class Counsel may seek for attorneys' fees, the amount Plaintiffs may seek as a Service Award, the date, time, and place of the Final Approval Hearing, and the steps for Settlement Class Members to follow to opt out or object to the Settlement. The Notice also described how to appear at the Final Approval Hearing. *See* Cal. Rules of Court, rule 3.769(f). Finally, the final approval order and judgment will be posted to the Settlement website, thereby providing the Settlement Class with notice of final judgment. *See* Ca. Rules of Court, Rule 3.771(b).

Pursuant to the Notice Plan, Notice reached at least 99% of the Class, after all remailing. (Admin Decl., at ¶ 15. This readily satisfies California's notice requirements. *Wershba*, 91 Cal. App. 4th at 251. As the above makes clear, the Notice was reasonable and satisfied the requirements of California law.

V. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

The Court's Preliminary Approval Order analyzed the requirements of California Code of Civil Procedure § 382, found the requirements satisfied, and certified the Settlement Class. Nothing has changed that would affect the Court's ruling on class certification. For the reasons stated in the preliminary approval motion and the Preliminary Approval Order, the Court's certification of the Settlement Class for settlement purposes only should be affirmed.

VI. CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request that the Court grant this motion for final approval of the Settlement and for entry of the Final Approval Order and Judgment submitted herewith and further request that the Court grant Plaintiffs' Motion for Attorneys' Fees and Service Awards.

Dated: July 6, 2026

Respectfully submitted

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