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12 Attorneys for Representative Plaintiffs  
13 and the Settlement Class

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **IN AND FOR THE COUNTY OF IMPERIAL**

16 CHRISTINA FAVA, individually, and on  
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 LABORERS INTERNATIONAL UNION  
21 OF NORTH AMERICA LOCAL 1184,

22 Defendant.

23 **Case No. ECU004029**

24 **CLASS ACTION**

25 **~~PROPOSED~~ ORDER GRANTING**  
26 **PLAINTIFFS' UNOPPOSED**  
27 **MOTION FOR FINAL APPROVAL**  
28 **OF CLASS ACTION SETTLEMENT**

Date: March 10, 2026  
Time: 8:30 a.m.  
Dept: 9  
Judge: L. Brooks Anderholdt

**RECITALS**

1 This matter came before the Court for hearing on March 10, 2026, the Honorable L. Brooks  
2 Anderholdt, presiding. Cole & Van Note appeared as counsel for Representative Plaintiffs,  
3 individually, and on behalf of the Settlement Class. Reich, Adell & Cvitan, appeared for Defendant  
4 LIUNA. This Motion is Unopposed.

5 Plaintiffs move for Final Approval of a Class Action Settlement. Plaintiffs seek an Order  
6 (1) granting final approval of the Class Action Settlement Agreement, (2) awarding attorneys' fees  
7 and costs to Settlement Class Counsel and (3) awarding Service Awards to the Representative  
8 Plaintiffs.

9 The Court, having carefully considered the briefs, argument of counsel and all matters  
10 presented to the Court and good cause appearing, hereby **GRANTS** Plaintiffs' Motion.

**FILED**

03/10/2026

SUPERIOR COURT  
COUNTY OF IMPERIAL  
CLERK OF THE COURT  
BY Alexandra Esparza, DEPUTY

**FINDINGS**

Based on the oral and written argument and evidence presented in connection with the Motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the proposed Settlement Agreement (“Agreement”).

2. This Court has jurisdiction over the subject matter of the above-captioned litigation and over all parties to this litigation, including the Settlement Class.

**Preliminary Approval of the Settlement**

3. On November 6, 2025, this Court granted preliminary approval of a class-wide Settlement. At this same time, the Court approved certification of a provisional Settlement Class for settlement purposes only.

**Notice to the Settlement Class**

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by First Class Mail to the Settlement Class Members at their last known addresses. Mailing the Class Notice to their last known addresses was the best notice practicable under the circumstances and reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Settlement Class.

**Fairness of the Settlement**

5. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

6. There has been no collusion between the parties in reaching the proposed Settlement.

7. Plaintiffs’ investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

8. Counsel for both parties have experience in similar data breach class action litigation. All counsel recommended approval of the Agreement.

9. The consideration to be given to the Settlement Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the

1 claims asserted in this action and is fair, reasonable and adequate compensation for the release of  
2 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays  
3 which would ensue from continued prosecution of the action.

4 10. The proposed Agreement is approved as fair, adequate, reasonable and in the best  
5 interests of Settlement Class Members. The Court finds that the settlement represents an excellent  
6 result in a matter that presented numerous challenges for Plaintiffs and commends Class Counsel  
7 for their efforts in achieving this result.

#### 8 **Attorneys' Fees and Costs**

9 11. The Agreement provides for (and Class Counsel seeks) an award of \$100,000 to  
10 Class Counsel as attorneys' fees and litigation costs.

11 12. The award of attorneys' fees and reimbursement of litigation expenses are  
12 reasonable, in light of the contingent nature of Class Counsel's fees, the substantial amount of  
13 work actually performed such that Class Counsel will not receive a windfall incommensurate with  
14 the time and effort dedicated to the case, the risks assumed, the results achieved by Class Counsel,  
15 and due to the significant amount of work Class Counsel anticipates post-final approval of the  
16 settlement. Even without reaching the consideration of a multiplier on these fees, the amount  
17 requested is fair and reasonable in light of the work performed and risks taken in this matter.

#### 18 **Service Awards**

19 13. The Agreement provides for a Service Award of up to \$3,000 for each  
20 Representative Plaintiff, subject to the Court's approval. The Court finds the Service Awards  
21 reasonable considering the risks and burdens undertaken by Representative Plaintiffs in this action  
22 and for their time and effort in bringing and prosecuting this matter on behalf of the Settlement  
23 Class.

#### 24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

25 The Settlement Class is defined as: as "all persons whose Private Information was  
26 potentially compromised as a result of the Data Security Incident." S.A. ¶ 57. Excluded from the  
27 Settlement Class are (a) all persons who are governing board members of Defendant; (b)  
28 governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any

1 individual who timely and validly opts-out of the Settlement.

2 1. The Agreement is hereby finally approved as fair, reasonable, adequate and in the  
3 best interest of the Settlement Class.

4 2. Class Counsel are awarded attorneys' fees and costs in the amount of \$100,000.  
5 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,  
6 Plaintiffs or members of the Settlement Class.

7 3. Representative Plaintiffs Christina Fava and Carolis Basulto shall each receive a  
8 Service Award in the amount of \$3,000.

9 4. A Final Judgment in this action is hereby entered and this shall constitute a  
10 Judgment for purposes of California Rules of Court, Rule 3.769(h).

11 5. This Final Judgment shall bind each Settlement Class Member and shall operate as  
12 a full release and discharge of the Released Claims against the Released Parties. All rights to appeal  
13 the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have  
14 *res judicata* effect and bar all Settlement Class Members from bringing any action asserting  
15 Settlement Class Members' Released Claims under the Agreement.

16 6. The Agreement and Settlement are not an admission by Defendant, nor is this Final  
17 Approval Order a finding, of the validity of any claims in this action or of any wrongdoing by  
18 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any  
19 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
20 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
21 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
22 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
23 an admission or concession with regard to the denials or defenses by Defendant and shall not be  
24 offered in evidence in any action or proceeding against Defendant in any court, administrative  
25 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
26 Final Approval Order, this Final Judgment, the Agreement or any related agreement or release.  
27 Notwithstanding these restrictions, any of the Released Parties may file in this case or any other  
28 proceeding this Final Approval Order, this Final Judgment, the Agreement or any other papers and

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1 records on file in the case as evidence of the Settlement to support a defense of *res judicata*,  
2 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
3 Released Claims.

4 7. Notice of entry of this Final Approval Order and Final Judgment shall be given to  
5 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary  
6 to send notice of entry of this Final Approval Order and Final Judgment to individual Settlement  
7 Class Members, which shall be posted on the settlement website. The time for any appeal shall run  
8 from service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel  
9 on Defendant.

10 8. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to  
11 construe, interpret, implement and enforce the Agreement and this Judgment, to hear and resolve  
12 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any  
13 dispute arising from or in connection with the distribution of settlement benefits.

14 9. In the event the Settlement does not become final and effective in accordance with  
15 the terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become  
16 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered  
17 in connection herewith shall be rendered null and void and shall be vacated.

18 10. A Compliance Hearing is hereby set for \_\_\_\_\_ a.m./p.m. in \_\_\_ Department of  
19 this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit  
20 a Case Management Conference Statement, accompanied by a Declaration from the Claims  
21 Administrator (including a summary accounting identifying the distributions made, the number  
22 and value of any uncashed checks, the status of any unresolved issues and any other matters  
23 appropriate to evaluate the effectiveness and completeness of the distribution).

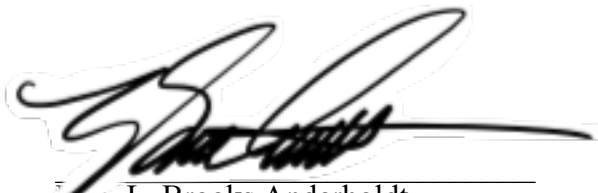
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25 **IT IS SO ORDERED.**

26

27 Dated: 03/10/2026

By:



J. L. Brooks Anderholdt  
JUDGE OF THE SUPERIOR COURT

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