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FILED
San Diego Superior Court

SEP 04 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ROBIN FOSTER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LEO HAMEL FINE JEWELERS, INC.,

Defendant.

Case No. 37-2023-00019871-CU-MC-CTL

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR: (1) FINAL APPROVAL OF
SETTLEMENT; (2) APPROVAL OF
AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS; (3)
APPROVAL OF SETTLEMENT
ADMINISTRATION FEES; AND (4)
SERVICE AWARD TO CLASS
REPRESENTATIVE

Judge: HON. MICHAEL D. WASHINGTON
Case Filed: May 10, 2023

Date: August 14, 2026
Time: 9:00 A.M.
Location: C-73

1 In April 2025, Plaintiff Robin Foster (“Plaintiff”) and Defendant Leo Hamel Fine
2 Jewelers, Inc. (“Defendant”) entered into a Settlement Agreement and Release (“Settlement
3 Agreement” or “Settlement”)¹.

4 On March 19, 2026 this Court granted Preliminary Approval of the Settlement and ordered
5 that Notice be sent to the Settlement Class.

6 On August 14, 2026 this matter came before this Court on Plaintiff’s Motion for (1) Final
7 Approval of Settlement; (2) Approval of Award of Reasonable Attorneys’ Fees; (3) Approval of
8 Settlement Administration Fees; and (4) Service Award to Class Representative (the “Motion”).
9 After reviewing: (a) the Motion and the supporting papers, including, the Settlement Agreement;
10 (b) any objections filed with or presented to the Court; and (c) the parties’ responses to any
11 objections, the Court finds good cause to grant the Motion.

12 **FINDINGS:**

13 1. Upon review of the record, the Court finds that the proposed Settlement is, in all
14 respects, fair, reasonable and adequate.

15 2. The Court finds that Settlement Class members have been adequately represented
16 by the Settlement Class Representative and Settlement Class Counsel.

17 3. The Court also finds that extensive arm’s-length negotiations have taken place, in
18 good faith, between Settlement Class Counsel and Defendant’s Counsel resulting in the Settlement.
19 The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court
20 finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the
21 outcome, including on appeal, of continued litigation of this complex matter, which further supports
22 the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best
23 interests of the Settlement Class Members. The Court finds that the uncertainties of continued
24 litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in
25 favor of approval of the settlement reflected in the Settlement Agreement.

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27 ¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the
28 Settlement Agreement.

- 1 4. The Settlement provides substantial and adequate value to the Settlement Class.
- 2 5. The Settlement Administrator provided notice to members of the Settlement Class
- 3 in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and
- 4 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
- 5 other applicable law, and constitutes the best notice practicable under the circumstances, by
- 6 providing notice to all individual Class Members who could be identified through reasonable effort.
- 7 The notice fully satisfied the requirements of due process.
- 8 6. The notice: (i) fully and accurately informed Settlement Class Members about the
- 9 lawsuit and Settlement; (ii) provided sufficient information so that Settlement Class Members were
- 10 able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or
- 11 object to the proposed Settlement; (iii) provided procedures for Settlement Class Members to file
- 12 written objections to the proposed settlement, to appear at the hearing, and to state objections to the
- 13 proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.
- 14 7. The Parties adequately performed their obligations under the Settlement Agreement.
- 15 8. No Settlement Class Members have submitted a request to be excluded from the
- 16 terms of the Settlement.
- 17 9. No Settlement Class Members have objected to the terms of the Settlement.
- 18 10. For the reasons stated in the Preliminary Approval Order, and having found nothing
- 19 that would disturb these previous findings, this Court finds and determines that the proposed
- 20 Settlement Class, as defined below, meets all of the legal requirements for class certification for
- 21 settlement purposes only under California Code of Civil Procedure §382 and California Rules of
- 22 Court, Rule 3.769.
- 23 11. An award of \$18,333.00 in reasonable attorneys' fees and \$14,926.85 in actual costs
- 24 incurred by Settlement Class Counsel is fair and reasonable in light of the nature of this case,
- 25 Settlement Class Counsel's experience, their efforts in prosecuting this Action, and the benefits
- 26 obtained for the Settlement Class.
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12. A Service Award Payment of \$ 1,500.00 for Plaintiff is fair and reasonable in light of his contributions to the litigation and settlement of this Action.

IT IS ORDERED THAT:

1. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

2. Plaintiff's Motion is hereby GRANTED.

3. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

4. Settlement Class: The Settlement Class is certified for settlement purposes only and is defined as: All current and former employees of Defendant who reside in the United States and whose information may have been impacted by the Cybersecurity Incident. "Cybersecurity Incident" refers to the alleged cybersecurity incident on or about November 10, 2022 affecting Defendant's systems. Excluded from the Settlement Class are: (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cybersecurity Incident or who pleads nolo contendere to any such charge.

5. Binding Effect of Order. This Order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Settlement Class Members, including those who did not properly request exclusion.

6. Release. Plaintiff and all members of the Settlement Class who did not properly request exclusion are: (1) deemed to have released and discharged all Released Parties from all Released Claims as defined by the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph is set forth in the Settlement Agreement and is specifically incorporated herein by this reference.

1 7. Settlement Class Benefits. Upon entry of this Order, compensation to the Settlement
2 Class Members shall be effected pursuant to the terms of the Settlement Agreement.

3 8. Administrator Costs. Notice and Administration Costs of \$ 13,000.00 shall be paid
4 out of the Settlement Fund, according to the terms of the Settlement Agreement, to the Settlement
5 Administrator, CPT Group, Inc..

6 9. The Court hereby confirms Ben Travis of Ben Travis Law, APC and Joshua Swigart
7 and Jayson Swigart of Swigart Law Group APC as Settlement Class Counsel.

8 10. Class Counsel's Attorneys' Fees and Costs. Class Counsel shall be paid \$18,333.00
9 as their attorneys' fees and \$14,926.85 for reimbursement of costs and expenses, with payment
10 coming out of the Settlement Fund. The Court further finds that the hourly rates of Settlement Class
11 Counsel are reasonable and in keeping with market rates for comparably complex litigation in
12 Southern California.

13 11. The Court hereby confirms Robin Foster as Settlement Class Representative.

14 12. Service Award Payment: Plaintiff shall be awarded \$1,500.00 as a Service Award
15 Payment, with payment coming from the Settlement Fund.

16 13. This Final Order and Judgment, and all papers related thereto, are not, and shall not
17 be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever,
18 and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in
19 any other proceeding.

20 14. Notice of entry of this Order and Judgment shall be given to the Settlement Class
21 Members by posting a copy of the Order and Judgment on the Settlement Administrator's Website
22 for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

23 15. The Court hereby enters final judgment in this case in accordance with the terms of
24 the Settlement, Preliminary Approval Order, this Order, and Rule 3.769(h) of the California Rules
25 of Court.

26 16. Without affecting the finality of this Order and Judgment, the Court reserves
27 exclusive and continuing jurisdiction over the Action, Plaintiff, the Settlement Class, and
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1 Defendant for the purposes of supervising the implementation, enforcement, construction, and
2 interpretation of the Settlement Agreement, the Preliminary Approval Order, and this Order and
3 Judgment.

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6 **IT IS SO ORDERED.**

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8 Date: Sept 4, 2024


The Honorable Michael D. Washington
Judge of the Superior Court