

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**JUL 24 2023**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE**

ESTEBAN FLORES, on behalf of himself and  
all others similarly situated,  
Plaintiff,

vs.

DON ROBERTO JEWELERS, INC.,  
Defendants.

Case No.: 30-2021-01212035-CU-NP-CXC

Assigned for All Purposes to:  
Judge Peter Wilson; Dept. CX101

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
JUDGMENT**

Date: July 20, 2023  
Time: 2:00 p.m.  
Dept.: CX101

Complaint Filed: July 23, 2021

WHEREAS, the Court, having considered the Settlement Agreement filed on September 12, 2022 (ROA# 109), amended February 17, 2023 (ROA# 132) (collectively, the "Settlement"), between and among Named Plaintiff and Class Representative, individually and on behalf of the Settlement Class, and Defendant Don Robert Jewelers, Inc. ("Don Roberto" or "Defendant") (collectively, the "Settling Parties"), the Court's Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only ("Preliminary Approval Order"), having held a Final Approval Hearing on July 20, 2023, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore:

1           **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

2           1.       Plaintiff's Motion for Final Approval of Class Action Settlement Agreement and  
3       Award of Attorneys' Fees, Costs, and Expenses, and Class Representative Service Award is  
4       GRANTED.

5           2.       This Order and Judgment incorporate herein and makes a part hereof, the  
6       Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided  
7       herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same  
8       meanings for purposes of this Order and Judgment.

9           3.       The Court has subject matter jurisdiction over this matter including, without  
10      limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for  
11      settlement purposes only, to settle and release all claims released in the Settlement.

12           **I. CERTIFICATION OF THE SETTLEMENT CLASS**

13          4.       Based on its review of the record, including the Settlement, all submissions in  
14      support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the  
15      following Nationwide Class and California Subclass (collectively, the "Settlement Class") for  
16      settlement purposes only:

17                   The Nationwide Class: All individuals whose personally identifiable  
18                   information was subjected to the Data Breach, as confirmed by Don  
                    Roberto Jewelers, Inc.'s business records.

19                   The California Subclass: All residents of California at the time of  
20                   the Data Breach whose personally identifiable information was  
                    subjected to the Data Breach, as confirmed by Don Roberto  
21                   Jewelers, Inc.'s business records.

22          5.       Excluded from the Settlement Class are the Court, the officers and directors of  
23      Defendant, persons who have been separately represented by an attorney and entered into a  
24      separate settlement agreement in connection with the Data Breach, and persons who timely and  
25      validly request exclusion from the Settlement Class.

26          6.       Also excluded from the Settlement Class are those persons identified in Exhibit A  
27      hereto, each of whom submitted a timely and valid request to be excluded from the Settlement  
28      Class. Such persons shall not receive the benefits of the Settlement and shall not be bound by this

1 Order and Judgment.

2 7. For settlement purposes only, with respect to the Settlement Class, the Court  
3 confirms that the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have  
4 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement  
5 Class members in a single proceeding is impracticable; (b) questions of law and fact common to  
6 all Settlement Class Members predominate over any potential individual questions; (c) the claims  
7 of the Named Plaintiff are typical of the claims of the Settlement Class; (d) Named Plaintiff and  
8 proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class;  
9 and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

10 **II. NOTICE TO THE SETTLEMENT CLASS**

11 8. The Court finds that Notice has been given to the Settlement Class in the manner  
12 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was  
13 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably  
14 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
15 Action, the terms of the Settlement including its Releases, their right to exclude themselves from  
16 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final  
17 Approval Hearing (either on their own or through counsel hired at their own expense), and the  
18 binding effect of final approval of the Settlement on all persons who do not exclude themselves  
19 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or  
20 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States  
21 Constitution (including the Due Process Clause), and any other applicable law.

22 **III. FINAL APPROVAL OF THE SETTLEMENT**

23 9. The Court finds that the Settlement resulted from arm's-length negotiations  
24 between Class Counsel and Don Roberto.

25 10. The Court hereby finally approves in all respects the Settlement as fair, reasonable,  
26 and adequate, and in the best interest of the Settlement Class.

27 11. The Court finds that Named Plaintiff and Class Counsel fairly and adequately  
28 represented the interests of Settlement Class Members in connection with the Settlement.

12. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

#### IV. RELEASE OF CLAIMS

13. Upon the Effective Date, the Named Plaintiff, any Settlement Class Member, any person claiming or receiving a benefit under this Settlement, and any and all of their respective present or past heirs, spouses, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons, whether individual, class, direct, representative, legal, equitable or any other type or in any other capacity, other than any such person who is a Settlement Class Member that does timely and properly opt-out from the Settlement, shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims

14. For purposes of this Order and Judgment, "Released Claims" means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory or equitable, that have been or could have been asserted, or in the future might be asserted, resulting from or arising out of the Data Breach, the facts alleged in the Action, or any theories of recovery that were, or could have been, raised in the Action against any of the Released Parties, whether based on federal, state, local, statutory or common law or any other law, rule or regulation. Released Claims shall not include the right of Named Plaintiff, Settlement Class Member or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action.

1           15. Further, except as provided otherwise in this Settlement Agreement, with respect to  
2 any and all Released Claims, Named Plaintiff and Don Roberto stipulate and agree that upon the  
3 Effective Date and with respect to the Released Claims, Named Plaintiff expressly shall have, and  
4 each of the other Settlement Class Members shall be deemed to have, and by operation of the Final  
5 Approval Order and Judgment shall have, waived the provisions, rights, and benefits conferred by  
6 California Civil Code § 1542, which provides:

7           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
8           **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
9           **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
10           **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
11           **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**  
12           **PARTY.**

13 Settlement Class Members, including Named Plaintiff, may hereafter discover facts in addition to,  
14 or different from, those that they now know or believe to be true with respect to the subject matter  
15 of the Released Claims, but Named Plaintiff expressly shall have, and each other Settlement Class  
16 Member shall be deemed to have, and by operation of the Final Order and Judgment shall have,  
17 upon the Effective Date, fully, finally, and forever settled and released any and all Released  
18 Claims.

19           16. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement  
20 Class Member, including Named Plaintiff, shall, either directly, indirectly, representatively, as a  
21 member of or on behalf of the general public, or in any capacity, be permanently barred and  
22 enjoined from commencing, prosecuting, or participating in any recovery in, any claim or action in  
23 this or any other forum (other than participation in the settlement as provided herein) in which any  
24 of any Released Claim(s) is/are asserted.

25           **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE**  
26           **PLAINTIFF SERVICE AWARD**

27           17. The Court awards payment in the amount of \$188,000.00 to the Settlement  
28 Administrator for its services. The Court awards attorneys' fees of \$1,312,890.96 and  
reimbursement of costs and expenses in the amount of \$20,442.37, totaling \$1,333,333.33, to  
Class Counsel, and payment of a service award in the amount of \$1,000 to the Class

1 Representative. The Court directs the Settlement Administrator to pay such amounts in accordance  
2 with the terms of the Settlement. The Settlement Administrator shall distribute \$662,945.81 in  
3 attorneys' fees to Morgan & Morgan Complex Litigation Group and \$649,945.15 in attorneys'  
4 fees to Robinson Calcagnie, Inc. The Settlement Administrator shall further distribute \$16,904.81  
5 in reimbursement of litigation costs to Morgan & Morgan Complex Litigation Group and  
6 \$3,537.56 in reimbursement of litigation costs to Robinson Calcagnie, Inc.

#### 7 **VI. OTHER PROVISIONS**

8 18. Without affecting the finality of this Judgment in any way, the Court retains  
9 continuing jurisdiction over the Settling Parties and the Settlement Class for the administration,  
10 consummation, and enforcement of the terms of the Settlement Agreement.

11 19. In the event the Effective Date does not occur, this Order and Judgment shall be  
12 rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this  
13 Order and Judgment and all orders entered in connection herewith shall be vacated and null and  
14 void, the Settling Parties shall be restored to their respective positions in the Action, all of the  
15 Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and  
16 provisions of the Settlement shall have no further force and effect with respect to the Settling  
17 Parties and shall not be used in the Action or in any other proceeding for any purpose, and any  
18 judgment order entered by the Court in accordance with the terms of the Settlement shall be  
19 treated as vacated, *nunc pro tunc*.

#### 20 **VI. FINAL ACCOUNTING HEARING**

21 20. A Final Accounting Hearing is set for Friday, March 1, 2024, at 9:00 a.m. Counsel  
22 shall submit a final report at least 10 days prior to the Final Accounting Hearing regarding the  
23 status of the settlement administration including, but not limited to, the total amount paid to class  
24 members, the final totals of the Tier 2 Claims and Tier 1 Claims, and any amount tendered to the  
25 *cy pres* recipients, Consumer Watchdog and Veterans Legal Institute.

#### 26 **VII. JUDGMENT**

27 21. Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h).  
28 Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains

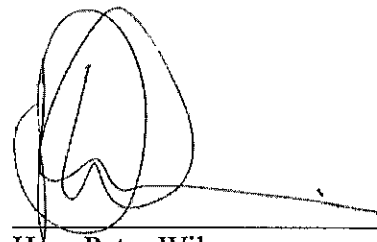
1 exclusive and continuing jurisdiction over the litigation for purposes of supervising,  
2 implementing, interpreting, and enforcing this Order and the Settlement Agreement.

3 22. The Parties are ordered to comply with the terms of the Settlement Agreement to  
4 the extent they are not inconsistent with this Final Approval Order.

5 23. Pursuant to California Rules of Court, Rule 3.7771(b), notice of the judgment shall  
6 be provided to Settlement Class Members by posting a copy of this Order and Judgment on the  
7 settlement website, with a link thereto appearing on the homepage of the settlement website,  
8 within five (5) days of the entry of this Order and for at least the later of 180 days or 30 days after  
9 the Final Accounting Hearing with the Court.

10 **IT IS SO ORDERED.**

11  
12 Dated: July 24, 2023

  
\_\_\_\_\_  
Hon. Peter Wilson  
Judge of the Superior Court

Exclusion #	Name	Exclusion Date
1	Carlos Lemus-Diaz	4/17/2023
2	Tamara Letterman	4/18/2023
3	Jose Jorge Camacho Camacho	4/19/2023
4	Ingrid M Lujan	4/22/2023
5	Jose Mondoza Reyna	4/23/2023
6	Cheryl A Williams	4/25/2023
7	Gabriela Tafolla	4/28/2023
8	Karen Luna Vargas	5/2/2023
9	Estrella S Rodriguez	6/9/2023

Ex. A