

12/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL STOFFERS, individually.) Case No.: 20STCV35381
and on behalf of all others)
similarly situated,)
)
Plaintiff,)
) JUDGMENT
vs.)
)
DAVE INC., a Delaware)
corporation; and DOES 1-50,)
inclusive,)
)
Defendants.)
)
)
_____)

The Court finds as follows:

A. The Court granted preliminary approval of the Fourth Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on May 17, 2023.

1 B. The Court granted final approval of the Settlement
2 Agreement on December 12, 2023, certified the settlement class
3 with six opt-outs, David Estell, Matthew Rutledge, Benson Pai,
4 Jon Stewart, Christopher A. Sheffield, and Leena A. Masarueh,
5 and found that the Settlement Agreement was fair, adequate and
6 reasonable.

7 C. The Court defined the following:

8 "Settlement Class": All California residents, as confirmed
9 by having a California address on file in Dave's business
10 records at the time of the Data Breach, whose PII was subjected
11 to the Data Breach, as confirmed by Dave Inc.'s business
12 records. (Settlement Agreement, ¶III.1.)

13 "Personal Identity Information" or "PII": Information that
14 Dave has that is fairly traceable to an individual customer, as
15 opposed to internal reference codes with no outside meaning, and
16 is of the type of information that could have been impacted as a
17 result of the Data Breach. The specific types of information
18 that may have been included are an individual's first name or
19 first initial and last name, an email address, phone number,
20 birth date, physical address (address, city, state, zip),
21 encrypted Social Security Numbers, gender, profile image, hashed
22 password, and customer application preferences (e.g.,
23 notification frequency, default top percentage, etc.). (¶II.20)

1 Excluded from the Settlement Class are the Court, the
2 officers and directors of Defendant, persons who have been
3 separately represented by an attorney and entered into a
4 separate settlement agreement in connection with the Data.
5 (¶III.2)

6 For purposes of determining membership in the Settlement
7 Class, Dave has identified approximately 243,160 Dave users who
8 provided a zip code that was located in California, and who had
9 at least one personal data element impacted in the Data Breach.
10 It is intended that these approximately 243,160 individuals
11 shall constitute the members of the Settlement Class. (¶III.1)

12 IT IS ORDERED, ADJUDGED AND DECREED:

13
14 1. Plaintiff Daniel Stoffers, individually, and on behalf
15 of all others similarly situated, shall take from Defendant Dave
16 Inc., a Delaware corporation, as set forth in the Parties'
17 Settlement Agreement and the Court's Approval Order entered
18 December 12, 2023.

19 2. Defendant must pay Plaintiffs the Gross Settlement
20 Amount (GSA) of \$3,200,000. The Net Settlement Amount is the
21 GSA minus the following:

22 a. \$750,000 (23%) for attorney fees and costs to
23 Class Counsel (1/3 to Blood Hurst & O'Reardon; 1/3 to Kazerouni
24 Law Group, APC; 1/3 to Morgan & Morgan);
25

1 b. \$1,000 for Incentive Award to the class
2 representative, Daniel Stoffers;¹

3 c. \$147,836 to Angeion Group for settlement
4 administration costs.

5 3. Scope of the release: As of the Release Effective
6 Date, each of the Releasing Parties shall automatically be
7 deemed to have fully and irrevocably released and forever
8 discharged the Released Parties of and from any and all Released
9 Claims. (§IX.2)

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11 Parties shall automatically be deemed to have fully and
12 irrevocably released and forever discharged the Released Parties
13 of and from any and all Released Claims. (§IX.2.)

14 "Released Claims" means any and all claims, demands,
15 rights, or causes of action of any type or nature whether legal,
16 equitable, statutory, based on the common law, or otherwise,
17 whether individual, class, direct, representative or otherwise,
18 for damages, losses, penalties, attorney's fees, or any other
19 type of remedy or relief be it monetary or injunctive, existing
20 or potential, accrued or unaccrued, suspected or unsuspected,
21 that were asserted or could have been asserted against the
22
23
24

25 ¹ Any Service Award approved shall be paid from the Tier Two Fund. (§X.1)

1 Released Parties in any Forum based on the facts alleged in the
2 Operative Complaint. (§IX.1.a.)

3 "Forum" means or refers to any public or private judicial
4 forum in any jurisdiction with authority to hear any claim,
5 demand, right, or cause of action of any type or nature that may
6 be brought against Dave, including but not limited to any
7 federal or state court, and/or alternative dispute resolution
8 forum, such as the American Arbitration Association ("AAA"),
9 Judicial Alternatives and Mediation Services ("JAMS"), or any
10 other private forum for alternative dispute resolution. (§II.12)

12 "Released Parties" means Dave and any and all of its
13 present or past direct or indirect heirs, executors, estates,
14 affiliates, divisions, predecessors, successors, assigns,
15 parents, or subsidiaries ("Released Entities"), and the
16 associates, employers, employees, agents, consultants,
17 contractors, independent contractors, vendors, insurers,
18 directors, managers, managing directors, officers, partners,
19 principals, members, attorneys, accountants, administrators,
20 financial and other advisors, investment bankers, underwriters,
21 shareholders, lenders, auditors, investment advisors, sellers,
22 distributors, legal representatives, successors in interest,
23 assigns and persons, firms, trustees, trusts, corporations,
24 officers, directors, general or limited partners of the Released
25 Entity, and any and all other individuals or entities in which

1 Defendant has a controlling interest or which are affiliated
2 with them, or any other representatives of any of these persons
3 and entities. (§IX.1.b.)

4 "Releasing Parties" means the Named Plaintiff, any
5 Settlement Class Member who does not timely and properly opt out
6 from the Settlement, any person claiming or receiving a benefit
7 under this Settlement, and any and all of their respective
8 present or past heirs, spouses, executors, estates,
9 administrators, predecessors, successors, assigns, parents,
10 subsidiaries, associates, affiliates, employers, employees,
11 agents, consultants, independent contractors, insurers,
12 directors, managing directors, officers, partners, principals,
13 members, attorneys, accountants, financial and other advisors,
14 investment bankers, underwriters, lenders, and any other
15 representatives of any of these Persons, whether individual,
16 class, direct, representative, legal, equitable or any other
17 type or in any other capacity, other than any such person who is
18 a Settlement Class Member that does timely and properly opt out
19 from the Settlement. (§IX.1.c.)

21 "Release Effective Date" means the date on which Dave has
22 provided the Settlement Administrator both the one million
23 dollars (\$1,000,000.00) for the Tier One Fund and the one
24 million two hundred and fifty thousand dollars (\$1,250,000.00)
25 to the Settlement Administrator for the Tier Two Fund, which per

1 the terms of this Settlement must occur within twenty (20)
2 business days of the Effective Date. (§IX.1.d.)

3 Class Period for the Release: For the avoidance of doubt,
4 nothing in the release provided herein applies to any conduct by
5 Defendant after the date that Plaintiff filed his Operative
6 Complaint. (§IX.4.)

7 4. All uncashed settlement funds, plus interest, must be
8 paid to Consumer Watchdog, a cy pres.

9 5. Pursuant to California Rules of Court, Rule 3.769(h),
10 the Court retains jurisdiction over the parties with respect to
11 enforcement of this Judgment under California Code of Civil
12 Procedure Section 664.6.

13
14 CLERK TO GIVE NOTICE.

15 DATED: December 12, 2023



Yvette M. Palazuelos
YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge