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**THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JONATHAN BOWDLE, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

KING'S SEAFOOD COMPANY, LLC,

Defendant.

Case No. 8:21-cv-01784-CJC-JDE

**FINAL APPROVAL ORDER AND
JUDGMENT**

Hrg. Date: Feb. 13, 2023

Time: 1:30 p.m.

Ct. Rm: 9B

Judge: Hon. Cormac J. Carney

1 On September 22, 2022, the Court entered an order granting preliminary
2 approval ([ECF No. 34](#)) to the August 23, 2022 Settlement Agreement between
3 Plaintiff Jonathan Bowdle, individually and on behalf of the Settlement Class
4 (defined below), and Defendant King’s Seafood Company, LLC (“Defendant” or
5 “King’s Seafood” and, together with Plaintiff, the “Parties”). On October 19, 2022,
6 the Court entered an amended order granting preliminary approval ([ECF No. 35](#)) to
7 the Settlement Agreement (the “Preliminary Approval Order”). The Parties have
8 filed an Amended Settlement Agreement dated December 21, 2022 (hereinafter, the
9 “Settlement Agreement”).

10 Commencing on October 21, 2022, pursuant to the notice requirements in the
11 Settlement Agreement and the Preliminary Approval Order, Atticus Administration
12 LLC (“Atticus”), provided Notice¹ to Settlement Class Members in compliance with
13 Paragraph 5.3 of the Settlement Agreement, due process, and Rule 23 of the Federal
14 Rules of Civil Procedure. The notice:

- 15
- 16 (a) fully and accurately informed Settlement Class Members about the
17 Action and the existence and terms of the Settlement Agreement;
 - 18 (b) advised Settlement Class members of their right to request exclusion
19 from the settlement and provided sufficient information so that
20 Settlement Class Members were able to decide whether to accept the
21 benefits offered, opt out and pursue their own remedies, or object to the
22 proposed settlement;
 - 23 (c) provided procedures for Settlement Class Members to file written
24 objections to the proposed settlement, to appear at the Final Fairness
25 Hearing, and to state objections to the proposed settlement; and
 - 26 (d) provided the time, date, and place of the Final Fairness Hearing.
- 27

28 ¹ Unless otherwise defined herein, all terms capitalized herein shall have the same definitions ascribed to them as in the Settlement Agreement.

1 On February 13, 2023, the Court held a Final Fairness Hearing to determine
2 whether the proposed settlement is fair, reasonable and adequate and whether
3 judgment should be entered dismissing this Action with prejudice. The Court
4 reviewed (a) Plaintiffs’ Motion for Final Approval of Class Action Settlement and
5 Plaintiffs’ Motion for an Award off Attorneys’ Fees, Expenses and Service Award
6 to Plaintiff (together, the “Motions”) and all supporting materials, including but not
7 limited to the Settlement Agreement and the exhibits thereto; (b) any objections filed
8 with or presented to the Court; and (c) the Parties’ responses to any objections. The
9 Court also considered the oral argument of counsel and any objectors who appeared.
10 Based on this review and the findings below, the Court finds good cause to grant the
11 Motions.

12 **IT IS HEREBY ORDERED:**

13 1. The Court has jurisdiction over the subject matter of this Litigation, all
14 claims raised therein, and all Parties thereto, including the Settlement Class.

15 2. The Settlement Agreement is fair, reasonable, adequate and in the best
16 interests of Settlement Class Members. The Settlement Agreement was negotiated
17 at arm’s-length, in good faith and without collusion, by capable and experienced
18 counsel, with full knowledge of the facts, the law, and the risks inherent in litigating
19 the Action, and with the active involvement of the Parties. Moreover, the Settlement
20 Agreement confers substantial benefits on the Settlement Class Members, is not
21 contrary to the public interest, and will provide the Parties with repose from
22 litigation. The Parties faced significant risks, expense, and/or uncertainty from
23 continued litigation of this matter, which further supports the Court’s conclusion that
24 the settlement is fair, reasonable, adequate and in the best interests of the Settlement
25 Class Members.

26 3. The Court grants final approval of the Settlement Agreement in full,
27 including but not limited to the releases therein and the procedures for effecting the
28

1 Settlement. All Settlement Class Members who have not excluded themselves from
2 the Settlement Class are bound by this Final Approval Order and Judgment.

3 4. The Parties shall carry out their respective obligations under the
4 Settlement Agreement in accordance with its terms. The relief provided for in the
5 Settlement Agreement shall be made available to the various Settlement Class
6 Members submitting valid Claim Forms, pursuant to the terms and conditions in the
7 Settlement Agreement.

8 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

9 5. No objections to the settlement were submitted. All persons who did
10 not object to the settlement in the manner set forth in the Settlement Agreement are
11 deemed to have waived any objections, including but not limited to by appeal,
12 collateral attack, or otherwise.

13 6. No one requested to be excluded from the settlement and the Settlement
14 Class.

15 **CERTIFICATION OF THE SETTLEMENT CLASS**

16 7. Solely for purposes of the Settlement Agreement and this Final
17 Approval and Order and Judgment, the Court hereby certifies the following
18 Settlement Class:
19

20 **Settlement Class:**

21 All individuals residing in the United States to whom Defendant or its
22 authorized representative sent a notice concerning the 2021 Data
23 Security Incident announced by Defendant. Class Members specifically
24 excludes: (i) King's Seafood and King's Seafood's parents,
25 subsidiaries, affiliates, and any entity in which King's Seafood has a
26 controlling interest; and (ii) all judges assigned to hear any aspect of
27 this Litigation as well as their immediate family members.
28

1 The Settlement Class is estimated to include 2,875 individuals.

2 8. The Court incorporates its preliminary conclusions in the Preliminary
3 Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a)
4 and 23(b). Because the Settlement Class is certified solely for purposes of settlement,
5 the Court need not address any issues of manageability for litigation purposes.

6 9. The Court grants final approval to the appointment of Representative
7 Plaintiff Jonathan Bowdle as Class Representative of the Settlement Class and
8 concludes that he has fairly and adequately represented the Settlement Class and
9 shall continue to do so.

10 10. The Court grants final approval to the appointment of M. Anderson
11 Berry of Clayeo C. Arnold, A Professional Law Corporation and Rachele R. Byrd
12 of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel. Class Counsel
13 have fairly and adequately represented the Settlement Classes and shall continue to
14 do so.

15
16 **NOTICE TO THE CLASS**

17 11. The Court finds that the Notice Program provided for in the Settlement
18 Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the
19 best notice practicable under the circumstances; (ii) was reasonably calculated to
20 provide, and did provide due and sufficient notice to the Settlement Class regarding
21 the existence and nature of the Action, certification of the Settlement Class for
22 settlement purposes only, the existence and terms of the Settlement Agreement, and
23 the rights of Settlement Class Members to exclude themselves from the settlement,
24 to object and appear at the Final Fairness Hearing, and to receive benefits under the
25 Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of
26 Civil Procedure, the United States Constitution, and all other applicable law.

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ATTORNEYS’ FEES AND COSTS, SERVICE AWARD

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2 12. The Court awards Class Counsel \$192,500 in fees and
3 reimbursement of costs and expenses. The Court finds this amount to be fair and
4 reasonable. Payment shall be made pursuant to the procedures in Section IX of the
5 Settlement Agreement.

6 13. The Court awards a Service Award of \$1,750 to Jonathan
7 Bowdle. The Court finds this amounts is justified by his service to the Settlement
8 Class. Payment shall be made from the Settlement Fund pursuant to the procedures
9 in Section IX of the Settlement Agreement.

RELEASE

10
11 14. Each Settlement Class member, including the Class Representative, are
12 be deemed to have, and by operation of the Judgment shall have, fully, finally, and
13 forever released, relinquished, and discharged all Released Claims as defined in the
14 Settlement Agreement and including Unknown Claims. The full terms of the release
15 described in this paragraph are set forth in Section VIII of the Settlement Agreement
16 and are specifically approved and incorporated herein by this reference (the
17 “Release”). Further, upon the Effective Date, and to the fullest extent permitted by
18 law, each Settlement Class Member, including Plaintiff, shall directly, indirectly, or
19 in any representative capacity, be permanently barred and enjoined from
20 commencing, prosecuting, or participating in any recovery in any action in this or
21 any other forum (other than participation in this Settlement Agreement as provided
22 herein) in which any of the Released Claims is asserted.

23
24 15. The Settlement Agreement and this Final Judgment and Order apply to
25 all claims or causes of action settled under the Settlement Agreement, and binds
26 Class Representative and all Settlement Class Members who did not properly request
27 exclusion. The Settlement Agreement and this Final Approval Order and Judgment
28 shall have maximum res judicata, collateral estoppel, and all other preclusive effect

1 in any and all causes of action, claims for relief, suits, demands, petitions, or any
2 other challenges or allegations that arise out of or relate to the subject matter of the
3 Consolidated Cases.

4 **OTHER PROVISIONS**

5 16. The Court directs the Parties and their counsel to implement and
6 consummate the Settlement Agreement, and make available to Settlement Class
7 Members the relief provided for therein, in accordance with the Settlement
8 Agreement's terms and provisions.

9 17. The Settlement Agreement and this Final Approval Order and
10 Judgment, and all documents, supporting materials, representations, statements and
11 proceedings relating to the settlement, are not, and shall not be construed as, used
12 as, or deemed evidence of, any admission by or against Defendant of liability, fault,
13 wrongdoing, or violation of any law, or of the validity or certifiability for litigation
14 purposes of the Settlement Class or any claims that were or could have been asserted
15 in the Action.

16 18. The Settlement Agreement and this Final Approval Order and
17 Judgment, and all documents, supporting materials, representations, statements and
18 proceedings relating to the settlement shall not be offered or received into evidence,
19 and are not admissible into evidence, in any action or proceeding, except that the
20 Settlement Agreement and this Final Approval Order and Judgment may be filed in
21 any action by any Defendant or the Settlement Class Members seeking to enforce
22 the Settlement Agreement or the Final Approval Order and Judgment.

23 19. If the Effective Date does not occur for any reason, the Action will
24 revert to the status that existed before the Settlement Agreement's execution date,
25 and the Parties shall be restored to their respective positions in the Action as if the
26 Settlement Agreement had never been entered into. No term or draft of the
27 Settlement Agreement, or any part of the Parties' settlement discussions,
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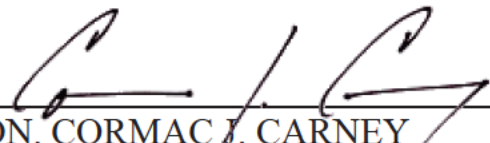
1 negotiations, or documentation, will have any effect or be admissible in evidence for
2 any purpose in the Litigation.

3 20. Without affecting the finality of this Final Approval Order and
4 Judgment, the Court will retain jurisdiction over this Action and the Parties with
5 respect to the interpretation, implementation and enforcement of the Settlement
6 Agreement for all purposes.

7 21. The Court hereby dismisses the Action in its entirety with prejudice,
8 and without fees or costs except as otherwise provided for herein.

9 **NOW, THEREFORE**, the Court hereby enters judgment in this matter
10 pursuant to Rule 58 of the Federal Rules of Civil Procedure.

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12 DATED: February 13, 2023

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15 HON. CORMAC J. CARNEY
16 UNITED STATES DISTRICT COURT JUDGE
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