

**FILED**  
San Francisco County Superior Court



JUL 30 2018

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

MATTHEW PAGOAGA and ANTHONY  
JONES, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

STEPHENS INSTITUTE d/b/a ACADEMY  
OF ART UNIVERSITY,

Defendant.

And Related Cross Claims

Case No. CGC 16-551952

CLASS ACTION

**ORDER GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

This Action is a class action lawsuit brought by Plaintiffs Matthew Pagoaga and Anthony Jones against Defendant Stephens Institute d/b/a Academy of Art University (“AAU”) relating to a 2016 e-mail security incident that resulted in the personal and tax information of 3,373 current and former AAU employees being compromised.

On February 13, 2018, this Court entered an order granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement in which it preliminarily approved the Class for settlement purposes only; preliminarily approved the operative Settlement Agreement and Release (“Settlement” or the “Settlement Agreement”), which is attached as Exhibit A to the Supplemental Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on February 6, 2018; approved the form, content, and mailing of the Notice; provisionally appointed the Class Representatives and Settlement Class Counsel; approved the Settlement Administrator; and set a Settlement implementation schedule, including a Final Approval Hearing.

Notice has been disseminated as directed in the Preliminary Approval Order and in

1 accordance with the Settlement Agreement. On July 16, 2018, this Court held a Final Approval  
2 Hearing where it heard arguments on Plaintiffs' Motion for Final Approval of Class Action  
3 Settlement for the purposes of: (i) entering the Order and Judgment; (ii) determining whether the  
4 Settlement should be approved as fair, reasonable, adequate and in the best interests of the  
5 Settlement Class Members; (iii) ruling upon an application by Plaintiffs' for attorneys' fees, costs  
6 and service awards; and (iv) ruling on any other matters raised or considered. At the hearing, the  
7 Court requested a supplemental declaration. That declaration was filed later the same day.

8 Based on the filings submitted and the arguments of counsel, having received no  
9 objections to the Settlement, it is ordered as follows:

10 1. The Court has jurisdiction over the subject matter of this litigation, Plaintiffs, the  
11 Settlement Class Members, and Defendant.

12 2. Notice of the Settlement, as well of the Final Approval Hearing, was given to  
13 Settlement Class Members as set forth in the Preliminary Approval Order and in accordance with  
14 Settlement Agreement. The Notice provided to the Settlement Class constituted the best notice  
15 practicable and conformed with the requirements of C.C.P. § 382, C.C. § 1781, California Rule of  
16 Court 3.766, and other applicable law. The Notice satisfied the requirements of due process.

17 3. No Class Members objected to the terms of the Settlement or Plaintiffs' motion for  
18 attorneys' fees, costs, and service awards, and three Class Members out of 3,373 requested  
19 exclusion from the Settlement.

20 4. Class Members who opted out of the Settlement are not members of the Settlement  
21 Class certified below, are named in the Judgment as having excluded themselves from the  
22 Settlement, shall receive no benefits under the Settlement or pursuant to this Order, and are not  
23 bound by the Judgment.

24 5. The Court certifies, for settlement purposes only, the Settlement Class defined as  
25 follows: "All current and former employees whose Personal Information was compromised as a  
26 result of the security incident announced by Stephens Institute d/b/a Academy of Art University in  
27  
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1 April 2016.”<sup>1</sup> The Settlement Class does not include the individuals who filed timely and valid  
2 requests for exclusion listed in Exhibit F to the Declaration of Brian Devery of Angeion Group  
3 Regarding Dissemination of Class Action Notice and Administration of Class Action Settlement.

4 6. The Court confirms Plaintiffs Matthew Pagoaga and Anthony Jones as the Class  
5 Representatives.

6 7. The Court confirms Norman E. Siegel and J. Austin Moore of Stueve Siegel  
7 Hanson LLP and Daniel C. Girard of Girard Gibbs LLP as Settlement Class Counsel.

8 8. For settlement purposes only, the proposed Settlement Class meets the  
9 requirements for certification under C.C.P. § 382. Specifically (1) the proposed Settlement Class  
10 is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3)  
11 Plaintiffs’ claims are typical of the claims of the members of the proposed Settlement Class; (4)  
12 Plaintiffs have fairly and adequately protected the interests of the Settlement Class Members; (5)  
13 Class Counsel is qualified to serve as counsel for Plaintiffs and the Settlement Class; and (6) a  
14 class action is superior to other methods to efficiently adjudicate this controversy through  
15 settlement.

16 9. The Settlement is approved. The Settlement is fair, reasonable, and adequate and  
17 meets the requirements for final approval. Plaintiffs have satisfied the standards and applicable  
18 requirements for final approval of this class action Settlement under California law, including  
19 C.C.P. § 382 and California Rule of Court 3.769. The parties are ordered to effectuate the  
20 Settlement Agreement according to its terms and this Order.

21 10. As of the Effective Date, Participating Settlement Class Members other than the  
22 Settlement Class Representatives absolutely and unconditionally release and discharge AAU from  
23 any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs,  
24 attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected  
25 or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out

26 \_\_\_\_\_  
27 <sup>1</sup> “Personal Information” is defined in paragraph 19 of the Settlement Agreement as “names, dates of birth, Social  
28 Security numbers, addresses, employment information, and other information contained in Internal Revenue Service  
Wage and Tax Statements (W-2 Forms) that were accessed without authorization as a result of the E-mail Security  
Incident.”

1 of, are based upon, or relate to the E-mail Security Incident or that were or could have been  
2 brought based on the facts of the Complaint.

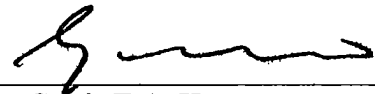
3 11. As of the Effective Date, AAU absolutely and unconditionally releases and  
4 discharges Settlement Class Members and Class Counsel from any and all liabilities, rights,  
5 claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and  
6 remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated  
7 or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or  
8 relate to receipt of reimbursement as a result of the E-mail Security Incident.

9 12. The Court retains continuing and exclusive jurisdiction under California Rule of  
10 Court 3.769(h) and C.C.P. § 664.6 as to all matters relating to the interpretation, administration,  
11 consummation, and enforcement of the Settlement as provided in the Settlement Agreement and  
12 all other matters covered in this Order and the Judgment.

13 13. Not later than July 12, 2020, Class Counsel must file a final report with a courtesy  
14 copy to this Department showing the final and complete distribution of all settlement funds and  
15 benefits, enclosing an admissible declaration.

16 14. Notice of final judgment must be provided to the Settlement Class by posting this  
17 Order and the final judgment on the settlement website for a period of not less than 60 days from  
18 the date judgment is entered.

19  
20 Dated: July 19, 2018



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Curtis E.A. Karnow  
Judge of the Superior Court

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On **JUL 30 2018**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **JUL 30 2018**

T. Michael Yuen, Clerk

By: 

DANIAL LEMIRE, Deputy Clerk