

FILED
San Francisco County Superior Court

AUG 22 2024

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

ALEJANDRO RODRIGUEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

THE OLYMPIC CLUB, and DOES 1 through
100, inclusive,

Defendants.

Case No. CGC-23-605523

ORDER GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

This matter was scheduled for hearing on August 23, 2024, the Court determines that this matter can be decided without hearing, **VACATES** the August 23, 2024 hearing, and **GRANTS** Plaintiff's motion for preliminary approval of class action settlement. Plaintiff Alejandro Rodriguez ("Plaintiff") and Defendant The Olympic Club ("Defendant") have entered into Settlement Agreement and Release ("Settlement Agreement")¹ attached as Exhibit 1 to the Second Supplemental Declaration of Scott Edward Cole, Esq. in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, dated July 31, 2024, which, if approved, would resolve the putative class action. Plaintiff filed a motion for preliminary approval. Upon review and consideration of the motion papers and supplemental

¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 documents submitted by the parties as requested by the Court, including the Settlement Agreement and all
2 exhibits thereto, the Court determines and orders as follows:

3 1. The Court has jurisdiction over this matter and venue is proper.

4 2. This action is provisionally certified as a class action, for settlement purposes only,
5 pursuant to California Code of Civil Procedure section 382 and California Rules of Court rule 3.763. The
6 Class is “All persons sent a written notice of the Data Incident The Olympic Club discovered on or about
7 June 17, 2022.”

8 3. The Court conditionally approves the proposed settlement as within the range of possible
9 final approval.

10 4. The Court conditionally appoints Scott Edward Cole of Cole & Van Note as Class Counsel
11 for the Plaintiff Class.

12 5. The Court preliminarily appoints plaintiff Alejandro Rodriguez as Class Representative for
13 the Plaintiff Class.

14 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
15 Representative and Class Counsel fairly and adequately represent and protect the interests of the absent
16 Plaintiff Class.

17 7. The Court approves and appoints Simpluris Inc. to serve as the Settlement Administrator
18 and directs Simpluris Inc. to carry out all duties and responsibilities of the Settlement Administrator
19 specified in the Settlement Agreement.

20 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class
21 notice set forth in the Settlement Agreement. The Court approves the form and content of the Long-Form
22 Notice² attached as **Exhibit A**, Postcard Notice attached as **Exhibit B**, and Email Notice attached as
23 **Exhibit C**. The Court finds that the Notices constitute the best notices practicable under the
24 circumstances and are valid, due and sufficient notices to the Settlement Class of the pendency of the
25 action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for
26 objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of
27 class notice satisfies the requirements of due process, and complies with applicable law, including

28 _____
² Counsel must correct #16 and remove that there is a fee as the Court’s website is free to use.

1 California Code of Civil Procedure Section 382 and California Rules of Court rule 3.769. Class Counsel
2 shall proofread the Notices for typos and fill in all blanks, including all highlighted dates and addresses
3 prior to sending the Notices.

4 9. No later than **September 6, 2024 (ten (10) business days after entry of this Order)**,
5 Defendant shall provide to the Settlement Administrator with the Settlement Class List.

6 10. No later than **September 20, 2024 (twenty (20) business days after entry of this Order)**,
7 the Settlement Administrator shall disseminate the Notices. The Settlement Administrator shall
8 electronically transmit the Email Notice to the Class Members for whom email addresses are available
9 and shall mail the Postcard Notice to Class Members for whom email addresses are not available, using
10 the most current mailing address available via first-class United States mail. Before mailing the Postcard
11 Notices, the Administrator shall update the Class Member addresses using the National Change of
12 Address database.

13 11. The deadline by which the class member may opt out or object shall be **sixty (60)**
14 **calendar days** after the Notice is sent. This is a postmark deadline.

15 12. If a Class Member submits both a request for exclusion and an objection, the Settlement
16 Administrator will contact the Class Member and inform the Class Member that they cannot both exclude
17 themselves and object. The Class Member will be asked to choose between requesting exclusion or
18 objecting. If the Class Member does not respond, then the Request for Exclusion will be deemed valid
19 and the written Objection will be voided.

20 13. **Requests for Exclusion:** A Class Member requesting to be excluded must mail the
21 Settlement Administrator a written, signed Request for Exclusion. The request for exclusion should
22 include the name of the proceeding, the individual's full name, current address, personal signature, and
23 the words "Request for Exclusion" or a comparable unequivocal statement that the individual does not
24 wish to participate in the settlement.

25 14. **Objections:** A Class Member objecting to the Settlement may do so in writing and mail a
26 written objection to the Settlement Administrator. A written objection should include the name of the
27 proceedings, the individual's name and current mailing address, a written statement of the specific
28 grounds for the objection, whether the objection applies to only the objector, a subset of the class, or the

1 entire class; the identity of any attorney representing the objector, whether the objector intends to appear
2 at the Final Approval Hearing, and the objector's signature. However, a Class Member does not have to
3 make a written objection in order to appear at the Final Approval Hearing.

4 15. Participating Class Members will have one hundred and eighty (180) calendar days from
5 the date of issuance of the check to cash their check.

6 16. All papers filed in support of Plaintiff's motion for attorneys' fees and costs, and a service
7 award, shall be filed by **October 18, 2024**. This date is at least thirty (30) days prior to the deadline for
8 submitting requests for exclusion and objections.

9 17. Class Counsel shall file their motion for final approval of the Class Action Settlement and
10 entry of a Final Approval Order and Judgment no later than **December 20, 2024**.

11 18. A final approval hearing shall be held on **January 15, 2025, at 10:00 a.m.** in Department
12 613, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court
13 will determine whether the settlement should be finally approved as fair, reasonable and adequate to the
14 Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class
15 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a
16 service award should be approved.

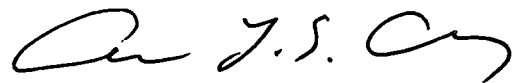
17 19. The Court reserves the right to modify the date of the Final Approval Hearing and related
18 deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by
19 Order of the Court without further notice to the Class Members.

20 20. If for any reason the Court does not approve the Settlement, it will be of no force or effect,
21 and the Parties shall be returned to their original respective positions.

22 21. Pending the final determination of whether the settlement should be approved, all
23 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
24 terms of the settlement, are hereby stayed.

25 IT IS SO ORDERED.

26 Dated: August 22, 2024



27 ANDREW Y.S. CHENG
28 Judge of the Superior Court

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
IN AND FOR THE COUNTY OF SAN FRANCISCO

Rodriguez v. The Olympic Club Case No. CGC-23-605523

To: All persons sent a written notice of the Data Incident The Olympic Club discovered on or about June 17, 2022.

A proposed Settlement has been reached in the class action lawsuit titled, *Rodriguez v. The Olympic Club*, Case No. CGC-23-605523 (the “Lawsuit”). The Lawsuit asserts claims against Defendant The Olympic Club (“Defendant”) related to a security incident discovered on or about June 17, 2022, which occurred between March 31, 2022 and April 27, 2022, and about which Defendant notified potentially impacted individuals on or about March 10, 2023 (the “Data Incident”). Defendant denies all the claims asserted in the Lawsuit and denies that it did anything wrong.

The Settlement offers monetary compensation and identity-theft protection to all persons sent a written notice of the Data Incident (“Settlement Class”). Settlement Class Members may make a Settlement Claim for: (i) Ordinary Losses, including lost time (ii) Extraordinary Losses, and (iii) Credit Monitoring Services.

- (i) Ordinary Losses, including lost time: Settlement Class Members may be eligible to receive compensation for unreimbursed expenses and time expended (up to four (4) hours, at the rate of twenty-two dollars and fifty cents (\$22.50) per hour) addressing the Data Incident, up to a collective total of five hundred dollars (\$500) per person.
- (ii) Extraordinary Losses: Settlement Class Members who were victims of actual documented monetary loss or fraud caused by the misuse of the Settlement Class Member’s personally identifiable information (“PII”) are also eligible to receive reimbursement up to five thousand five hundred dollars (\$5,500) per person.
- (iii) Credit Monitoring Services: Settlement Class Members are eligible to receive two (2) years of one (1) bureau credit monitoring services.

If you are a Settlement Class Member, your options are:

SUBMIT A CLAIM FORM	The only way to receive a payment or other benefit. Claims must be submitted by MONTH/DATE, 2024.
DO NOTHING:	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.
EXCLUDE YOURSELF:	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you may not participate in the Settlement, you will receive no payment or other benefit offered by the Settlement, but you will not release the Defendant from the claims related to the Data Incident; you will retain the right to sue the Olympic Club for claims related to the Data Incident. Exclusion instructions are provided in this Notice.
OBJECT:	If you do not exclude yourself but do not like all or some aspect of the Settlement, you may submit a written objection to the Settlement that the Court will consider when deciding whether to approve the Settlement. To file a written objection, please follow the instructions in this Notice (below), including to whom the objection is to be submitted. If you do not wish to submit a written objection, you may still object by appearing at the Final Approval Hearing. You do not need to provide advance notice for that appearance. Additional information about the Final Approval Hearing is also provided in this Notice. By objecting, you are not excluding yourself from the Settlement if it is approved by the Court. Thus, if you want to receive an award under the Settlement in the event the Court approves the Settlement over your objection, you must also submit a Claim Form. Objection instructions are provided in this Notice.

The Court must give final approval to the Settlement before it takes effect but has not yet done so. No payments or other Settlement benefits will be made until after the Court gives final approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting www.com or by calling 1-800-XXX-XXXX.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

Settlement Class Members are eligible to receive payment from a proposed Settlement in the Lawsuit. The Court overseeing the Lawsuit pending in the Superior Court of California, County of San Francisco authorized this Notice to advise Settlement Class Members about the proposed

Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. *What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of individuals whose information was subject to The Olympic Club Data Incident that occurred between March 31, 2022 and April 27, 2022.

The Lawsuit claims Defendant is legally responsible for the Data Incident and asserts various legal claims including negligence, breach of implied contract and a violation of California's unfair business practices act and seeks injunctive and other equitable relief. Defendant denies these claims and denies that it did anything wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the "Class" and each individual is a "Class Member." There is one Representative Plaintiff in this case: Alejandro Rodriguez. The class in this case is referred to in this Notice as the "Settlement Class."

4. *Why is there a Settlement?*

The Representative Plaintiff in the Lawsuit, through his attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiff's claims or Defendant's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation and/or credit monitoring. The Settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiff and the Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all persons sent a written notice of the Data Incident The Olympic Club discovered on or about June 17, 2022.

6. *What are the terms of the Settlement?*

The proposed Settlement will provide Settlement benefits on a claims-made basis. This means each Settlement Class Member who submits an Approved Claim will receive a corresponding benefit from the Settlement. Defendant will pay the total amount of the Approved Claims.

Administrative costs and attorneys' fees shall be paid by The Olympic Club separately and in addition to the total amount of Approved Claims.

Settlement Class Members may make a Settlement Claim for: (i) Ordinary Losses, including lost time (ii) Extraordinary Losses, and (iii) Credit Monitoring Services. The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Incident, as detailed in the Class Settlement Agreement and Release.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Incident. The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release.

Your Options as a Settlement Class Member

8. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. If you would like to receive an award under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 11 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 15 below for instructions on how to submit an objection.

9. *What happens if I do nothing?*

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

10. *Who decides my Settlement claim and how do they do it?*

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

11. *How do I exclude myself from the Settlement?*

To opt out of the Settlement you must make a signed, written request that includes (i) the name of the proceeding, (ii) your full name, current address and personal signature, and (iii) the words “Request for Exclusion” or a comparable unequivocal statement that you do not wish to participate in the Settlement. You must submit your request through the Settlement website (www._____.com) or mail your request to this address:

<CLAIMS ADMINISTRATOR>
[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]

Your request must be submitted online or postmarked by **[OPT-OUT DEADLINE, 2024]**.

12. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Lawsuit. If you exclude yourself, you should not submit a Claim Form for a Settlement Payment or other benefits offered through the Settlement. Again, by excluding yourself from the Settlement, you retain all your rights against the Defendant concerning the Released Claims but you give up your ability to be part of the Settlement, and will receive no benefits available through the Settlement.

13. *If I do not exclude myself, can I sue Defendant for the Data Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. *Can I exclude myself from the Settlement **and** object to the Settlement?*

No. You need to choose one or the other: exclude yourself or remain a Settlement Class Member and object. If you exclude yourself you will no longer be a Settlement Class Member or be subject to the terms of the Settlement. In that case, there will not be a basis to object because the Settlement will not impact the rights you retain against Defendant by opting out of the Settlement Class (e.g., ability to sue on the Released Claims). If you submit both a request to exclude yourself and an objection, the Claims Administrator will contact you and ask you to select between exclusion and objection. If you do not respond to the Claims Administrator, you will be deemed to have excluded yourself and the objection will not be presented to the Court.

15. *How do I object to the Settlement?*

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement in total or any part of it (for instance, the releases provided to the Defendant, the fees requested by Class Counsel, or the Service Award sought for the Representative Plaintiff). You cannot exclude yourself and object. If the Court denies approval of the Settlement because of objections or otherwise, no Settlement payments will be made and the

Lawsuit will continue. If the Court approves the Settlement, you will remain a Settlement Class Member and will be bound to the Settlement. If you would like to receive benefits under the Settlement in the event that the Court approves the Settlement over your objection, you must submit a Claim Form.

Objections to the proposed Settlement may be in writing or you may appear in person to express your objections before the Court.

Written objections and their supporting papers must be emailed or mailed to the Claims Administrator at the mailing and/or email addresses listed below. The Claims Administrator will forward your objection to Settlement Class Counsel and Defendant's Counsel. Written objections will be submitted to the Court for the Court's consideration during the Final Approval Hearing (discussed further below). Written objections must be postmarked or emailed no later than the objection deadline, [INSERT OBJECTION DEADLINE]:

Claims Administrator
INSERT

If you decide to file a written objections, you should list the name of the Lawsuit: *Rodriguez v. The Olympic Club Case No. CGC-23-605523*, and include the following information: (i) your full name, and address, (ii) information showing you are a member of the Settlement Class (such as the notice you received from The Olympic Club or the notice of this Settlement), (iii) a statement as to whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire Class, (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable, (v) the identity of any counsel representing you, (vi) a statement of whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel, (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objections and any documents to be presented or considered, and (viii) your signature and the signature of your duly authorized attorney or other duly authorized representative (if any).

Even if you do not submit a written objection, you may appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you would like to appear at the Final Approval Hearing to object on whatever grounds you wish to express, you may do so without providing any advance notice to the parties or the Court. Again, additional information about the Final Approval Hearing, including location and date, is provided below.

Court Approval of the Settlement

16. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for _____, 202__ at _____ a.m./p.m. at the Superior Court of California, County of San Francisco, 400 McAllister St., San Francisco, CA 94102, in Department 613. Please visit the Court's website at <https://www.sf.courts.ca.gov/> for current information regarding courthouse access and court hearings. **The Court's website is free to use**, and may be used to find the Court's docket and look up this case in the Court's docket. To find this case on the Court's docket, please visit the Court's website at <https://www.sf.courts.ca.gov/>, click on "Online Services," and click "Case Information" on the drop-down menu. Once on the page titled "Case Calendar & Query," please click "Civil Case Query" and enter the case number, CGC-23-605523. You may also access these documents by visiting the Court in person. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www._____.com or access the Court docket in this case, for a fee, through the Court's Public Access System at <https://sf.courts.ca.gov/online-services/case-information> to confirm the schedule if you wish to attend.

17. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you desire to object to the Settlement in person. It is not necessary to appear in person in order to make an objection. The Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, The Olympic Club will deposit with the Settlement Administrator sufficient funds to pay Approved Claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

19. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiff, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

20. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Settlement Class Counsel
Scott Edward Cole, Esq. COLE & VAN NOTE 555 12th Street, Suite 2100 Oakland, California 94607

Settlement Class Members will not be charged for the services of Settlement Class Counsel. Settlement Class Counsel will be paid by Defendant separately, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

21. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees and reasonable litigation costs not to exceed one hundred and fifty thousand dollars (\$150,000). Settlement Class Counsel will also request approval of a service award of two thousand dollars (\$2,000) for the Representative Plaintiff.

For Further Information

22. *What if I want further information or have questions?*

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release available at www.com, by contacting Settlement Class Counsel at the phone number provided in response to Question 20 above, by accessing the Court docket in this case, **for free**, through the Court's Public Access system at <https://sf.courts.ca.gov/online-services/case-information> or accessing the Court docket by visiting the Office of the Clerk, Superior Court of California, County of San Francisco, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

<CLAIMS ADMINISTRATOR> will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE CLERK OF THE COURT DIRECTLY ABOUT THE NOTICE OR OTHER ASPECTS OF THE SETTLEMENT, THOUGH YOU MAY APPEAR AT THE FINAL APPROVAL HEARING WITHOUT PROVIDING ADVANCE NOTICE.

Exhibit B

Postcard Notice

Front of Postcard:

XXX Claims Administrator
PO Box XXXX
XXXXXX, XX 972XX-XXXX

Unique ID <<UNIQUEID>>

If you were notified of a Data Security Incident involving The Olympic Club, you may be entitled to benefits from a settlement.

Para una notificación en Español, visitar www.XXXXXXXXXXXXXXX.com

Back of Postcard:

A proposed Settlement has been reached in a class action lawsuit against The Olympic Club (“Defendant”) related to a data security incident that occurred between March 31, 2022 and April 27, 2022 and about which Defendant notified potentially impacted individuals on March 10, 2023 (the “Data Incident”). The lawsuit claims Defendant is legally responsible for the Data Incident, where an unknown and unauthorized third party may have accessed the names, financial account information (including account and routing numbers) and Social Security numbers of Settlement Class Members. The lawsuit asserts various legal claims, including negligence, breach of implied contract, and a violation of a state business practice statute. Defendant denies these claims and denies it did anything wrong.

You are receiving this Notice because you may be a Settlement Class Member. You are a Settlement Class Member if you were sent a notice in March 2023 about the Data Incident from the Defendant. The Settlement Agreement and other settlement related documents, including FAQs are available at www.XXXXXXXXXXXXXXX.com or by calling toll-free 1-XXX-XXX-XXXX. If you do not want to be legally bound by the Settlement, you must exclude yourself by [OPT-OUT DEADLINE]. If you exclude yourself, you will receive no payments under the Settlement, but you will not release your claims against Defendant and you will retain your ability to bring a legal action about the Data Incident against the Defendant. If you want to remain in the Settlement Class and object to some or all of the settlement, you must file a written objection by [OBJECTION DEADLINE], or appear in person at the Final Approval Hearing and present your objection. You do not need to provide advance notice to appear at the Final Approval Hearing. You cannot exclude yourself and object to the Settlement. If you do both and do not respond to a request to choose between the two, you will be deemed to have excluded yourself and your objection will be voided. If you do nothing and the Court approves the Settlement, you will remain in the Settlement Class, you will not receive monetary benefits, and you will give up your rights to sue The Olympic Club for the claims resolved. If approved by the Court, Settlement Class Members who submit valid and timely claims can recover: (a) Compensation for documented Ordinary Losses, including lost time, up to five hundred dollars (\$500); (b) Compensation for certain Extraordinary Losses up to five thousand five hundred dollars (\$5,500); and (c) two years of one bureau credit monitoring.

To receive benefits under the Settlement, you must submit a claim by mail to [SETTLEMENT ADMINISTRATION ADDRESS] or online at www.XXXXXXXXXXXXXXX.com on or before [CLAIM DEADLINE.] Further information about how to exclude yourself or object, the Settlement benefits,

claiming benefits and other aspects of the Settlement are available on the Settlement website [www.XXXXXX.com] or by calling toll-free 1-XXX-XXX-XXXX.

The Court will hold a Final Approval Hearing on MONTH DAY, 20XX, at : x .m. The Court will consider whether the Settlement is fair, adequate, and reasonable, and will consider any objections, whether submitted in writing or presented in person at the hearing. If you do not object, you still may attend. The Court could reschedule the hearing. Please visit the Court's website at <https://www.sf.courts.ca.gov/> for current information regarding courthouse access and court hearings. **The Court's website is free to use**, and may be used to find the Court's docket and look up this case in the Court's docket. To find this case on the Court's docket, please visit the Court's website at <https://www.sf.courts.ca.gov/>, click on "Online Services," and click "Case Information" on the drop-down menu. Once on the page titled "Case Calendar & Query," please click "Civil Case Query" and enter the case's case number, CGC-23-605523. You may also access these documents by visiting the Court in person.

The attorneys for the Settlement Class is the law firm of Cole & Van Note. You are not responsible for the attorneys' fees and costs. Those will be paid by the Defendant in an amount up to \$150,000 if approved by the Court. The representative for the Settlement Class is Alejandro Rodriguez and he will receive for his service to the Settlement Class up to \$2,000 if approved by the Court. Defendant also will pay that amount as well as the costs of administering the Settlement. The company administering the Settlement is INSERT.

Exhibit C

Sender Email: [Settlement Administrator Email Address]

Sender Name: Settlement Administrator

Subject Line: Notice of Class Action Settlement – Rodriguez v. The Olympic Club

Notice ID: [Notice ID number]

Confirmation Code: [Confirmation code number]

If you were notified of a Data Security Incident involving The Olympic Club, you may be entitled to benefits from a settlement.

Para una notificación en Español, visitar www.XXXXXXXXXXXXXX.com

A proposed Settlement has been reached in a class action lawsuit against The Olympic Club (“Defendant”) related to a data security incident that occurred between March 31, 2022 and April 27, 2022 and about which Defendant notified potentially impacted individuals on March 10, 2023 (the “Data Incident”). The lawsuit claims Defendant is legally responsible for the Data Incident, where an unknown and unauthorized third party may have accessed the names, financial account information (including account and routing numbers) and Social Security numbers of Settlement Class Members. The lawsuit asserts various legal claims, including negligence, breach of implied contract, and a violation of a state business practice statute. Defendant denies these claims and denies it did anything wrong.

You are receiving this Notice because you may be a Settlement Class Member. You are a Settlement Class Member if you were sent a notice in March 2023 about the Data Incident from the Defendant. The Settlement Agreement and other settlement related documents, including FAQs are available at www.XXXXXXXXXXXXXX.com or by calling toll-free 1-XXX-XXX-XXXX. If you do not want to be legally bound by the Settlement, you must exclude yourself by [OPT-OUT DEADLINE]. If you exclude yourself, you will receive no payments under the Settlement, but you will not release your claims against Defendant and you will retain your ability to bring a legal action about the Data Incident against the Defendant. If you want to remain in the Settlement Class and object to some or all of the settlement, you must file a written objection by [OBJECTION DEADLINE] or appear in person at the Final Approval Hearing and present your objection. You do not need to provide advance notice to appear at the Final Approval Hearing. You cannot exclude yourself and object to the Settlement. If you do both and do not respond to a request to choose between the two, you will be deemed to have excluded yourself and your objection will be voided. If you do nothing and the Court approves the Settlement, you will remain in the Settlement Class, you will not receive monetary benefits, and you will give up your rights to sue The Olympic Club for the claims resolved. If approved by the Court, Settlement Class Members who submit valid and timely claims can recover: (a) Compensation for documented Ordinary Losses, including lost time, up to five hundred dollars (\$500); (b) Compensation for certain Extraordinary Losses up to five thousand five hundred dollars (\$5,500); and (c) two years of one bureau credit monitoring.

To receive benefits under the Settlement, you must submit a claim by mail to [SETTLEMENT

ADMINISTRATION ADDRESS] or online at **www.XXXXXXXXXXX.com** on or before **[CLAIM DEADLINE.]** Further information about how to exclude yourself or object, the Settlement benefits, claiming benefits and other aspects of the Settlement are available on the Settlement website [**www.XXXXX.com**] or by calling toll-free **1-XXX-XXX-XXXX** .

The Court will hold a Final Approval Hearing on **MONTH DAY, 20XX, at __:__ x.m.** The Court will consider whether the Settlement is fair, adequate, and reasonable, and will consider any objections, whether submitted in writing or presented in person at the hearing. If you do not object, you still may attend. The Court could reschedule the hearing. Please visit the Court's website at **https://www.sf.courts.ca.gov/** for current information regarding courthouse access and court hearings. **The Court's website is free to use**, and may be used to find the Court's docket and look up this case. To find this case on the Court's docket, visit the Court's website at **https://www.sf.courts.ca.gov/**, click on "Online Services," and click "Case Information" on the drop-down menu. Once on the page "Case Calendar & Query," click "Civil Case Query" and enter the case number, CGC-23-605523. You may also access by visiting the Clerk's Office at the Courthouse, which is at 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

The attorneys for the Settlement Class is the law firm of Cole & Van Note. You are not responsible for the attorneys' fees and costs. Those will be paid by the Defendant in an amount up to \$150,000 if approved by the Court. The representative for the Settlement Class is Alejandro Rodriguez and he will receive for his service to the Settlement Class up to \$2,000 if approved by the Court. Defendant also will pay that amount as well as the costs of administering the Settlement. The company administering the Settlement is **INSERT**.

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SUPERIOR COURT OF CALIFORNIA
County of San Francisco

ALEJANDRO RODRIGUEZ, individually
and on behalf of others similarly situated,

Plaintiff

v.

THE OLYMPIC CLUB, et al.

Defendant.

Case No.: CGC-23-605523

**CERTIFICATE OF ELECTRONIC
SERVICE (CCP 1010.6 & CRC 2.251)**

I, Ericka Larnauti, 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 August 22, 2024, I electronically served the foregoing by electronic mail to the following recipients:


Scott Edward Cole
sec@colevannote.com
Laura Van Note
lvn@colevannote.com
Elizabeth Ruth Klos
erk@colevannote.com
attorneys for Representative Plaintiff and the Plaintiff Class

Michael K. Johnson
Michael.Johnson@lewisbrisbois.com
Attorneys for Defendant The Olympic Club

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct.

Dated: August 22, 2024

Brandon E. Riley, Clerk

By: 
Ericka Larnauti, Deputy Clerk