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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15
16 **RICHARD DANIELE, RICHARD GOSS**
and **STEVE LANDI**, individually, and on
17 behalf of a class of similarly situated persons,

18 Plaintiffs,

19 v.


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21 **10UP, INC.**, a California Corporation; and
DOES 1-50 inclusive,

22 Defendants.
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FILED
San Francisco County Superior Court

JAN 18 2024

CLERK OF THE COURT

BY: 
Deputy Clerk

Case No. CGC-20-586506
Hon. Richard B. Ulmer Jr., Dept. 302
CLASS ACTION

**[PROPOSED] FINAL JUDGMENT ON
CLASS ACTION SETTLEMENT
BETWEEN PLAINTIFFS AND
DEFENDANT 10UP, INC.**

Date: January 18, 2024
Time: 9:30 a.m.
Dept: 302

Case Filed: September 11, 2020
Trial Date: None

1 On 1/18/24, this Court gave Final Approval to the Class Action Settlement
2 Agreement between Plaintiffs Richard Daniele, Richard Goss, and Steve Landi (“Plaintiffs”)
3 and Defendant 10UP, Inc. (“Defendant” or “10UP”) and entered its Order Granting Final
4 Approval of Class Action Settlement (the “Final Approval Order”). On that date, the Court
5 further granted Plaintiffs’ Motion in Support of Request for Attorney Fees, Litigation Costs and
6 Class Representative Enhancements (the “Fee Motion”) and approved the payment of costs
7 associated with the administration of the Settlement.

8 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

9 1. Capitalized terms not otherwise defined in this Judgment shall have the
10 definitions set forth in the Class Action Settlement Agreement and Release. (See Barenfeld
11 Decl. ISO Preliminary Approval, Ex. 7).

12 2. The Settlement Class is defined as “All San Francisco Employees Retirement
13 System (“SFERS”) Members to whom SFERS sent its Notice of Data Breach disclosing that on
14 March 21, 2020, 10up Inc. learned that a test server had been accessed by an outside party on
15 February 24, 2020.”

16 3. 6 members of the Settlement Class timely requested to be excluded from
17 the Settlement Class prior to the deadline on June 6, 2023. A list of members who requested
18 exclusion is attached as Exhibit 1 hereto.

19 4. No member of the Settlement Class objected to the Settlement.

20 5. Plaintiffs and all participating Settlement Class Members shall take from their
21 complaint as to 10UP only the relief set forth in: (a) Class Action Settlement Agreement and
22 Release, as amended by the Amendment to Class Action Settlement Agreement and Release
23 (together, the “Settlement Agreement”); and (b) the Final Approval Order, filed on
24 1/18/24.

25 6. This Judgment is intended to be a final disposition of the above-captioned action
26 as against 10UP only, and is intended to be immediately appealable.

27 7. According to Section XIV of the Class Action Settlement Agreement and
28 Release, the scope of Plaintiffs and participating Settlement Class Members shall be as follows:

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A. Plaintiffs and Class Members who do not submit a timely Request for Exclusion hereby release Defendant and Released Parties from any and all claims actually alleged in the Litigation and all potential claims reasonably arising out of the same set of operative facts, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity.

B. Class Representatives, namely Plaintiffs Richard Daniele, Richard Goss and Steve Landi, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law, all claims actually alleged in the Litigation and all potential claims reasonably arising out of the same set of operative facts.

C. Section 1542 of the California Civil Code provides:
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

D. This Settlement Agreement does not affect the rights of Class Members who timely and properly make a Request for Exclusion from the Settlement Agreement.

E. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have submitted a Request for Exclusion in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released Parties.

8. Pursuant to the Settlement Agreement, California Code of Civil Procedure Section 664.4 and California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the parties to the Settlement solely to enforce the terms of the Settlement Agreement, the Final Approval Order, and this Judgment.

Compliance date May 9, 2024. Ceb

Dated: 1/18/24

WJ
Judge of the Superior Court

EXHIBIT 1



Requests for Exclusion Report - Daniele v 10UP

Number	Name
1	MADOLON HALPERN
2	HELEN HAMILTON
3	ALICE L DUNCAN-GRAVES
4	KATHARINE WATANABE
5	JO A. SEABURY
6	MARIA A BELTRAN