

JS-6

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

**In re: Vivendi Ticketing US LLC, d/b/a
Vivendi Data Security Incident**

Lead Case No. 2:23-cv-07498-MWF
(DFMx)

**JUDGMENT APPROVING FINAL
SETTLEMENT AND ORDER
AWARDING ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD**

United States District Judge Michael
W. Fitzgerald
Courtroom 5A

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1 Before the Court are Plaintiffs Mandi Peterson, Scott Fitzgerald, Zachary
2 Richmond, Tom Loughead, Mason Verderame, Katie Jezierny, Rian Bodner,
3 Christopher Aragon, and Candice Zinner’s (collectively, “Plaintiffs”) Motion for
4 Final Approval of Class Action Settlement (the “Settlement Motion”) and Motion
5 for Attorneys’ Fees, Costs, and Service Awards (the “Fee Motion”). (Docket Nos.
6 47, 50).

7 On June 12, 2024, the Court entered an order granting preliminary approval
8 (“Preliminary Approval Order”) to the Class Action Settlement Agreement and
9 Release (“Settlement Agreement”) between Plaintiffs, individually and on behalf of
10 the Settlement Class (defined below), and Defendant Vivendi Ticketing US LLC,
11 d/b/a See Tickets (“Defendant” or “See Tickets” and, together with Plaintiffs, the
12 “Parties”).

13 On December 16, 2024, the Court held a Final Approval Hearing to determine
14 whether the proposed settlement is fair, reasonable, and adequate, and whether
15 judgment should be entered dismissing the Action with prejudice. The Court
16 reviewed the Settlement Motion, the Fees Motion, and all supporting materials,
17 including but not limited to, the Settlement Agreement and the exhibits attached
18 thereto. The Court also considered oral argument of counsel. Based on this review
19 and the findings below, the Court finds good cause to grant the Motions.

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
21 **FOLLOWS:**

22 1. All terms used herein shall have the same meaning as defined in the
23 Settlement Agreement and the Preliminary Approval Order.

24 2. The Court has jurisdiction over the subject matter of this litigation, all
25 claims raised therein, and all Parties thereto, including the Settlement Class.

26 3. The Settlement Agreement is fair, reasonable, adequate and in the best
27 interests of Settlement Class Members. The Settlement Agreement was negotiated
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1 at arm's-length, in good faith and without collusion, by capable and experienced
2 counsel with the assistance of an experienced third-party neutral, with full
3 knowledge of the facts, the law, and the risks inherent in litigating the Action, and
4 with the active involvement of the Parties. Moreover, the Settlement Agreement
5 confers substantial benefits on the Settlement Class Members, is not contrary to the
6 public interest, and will provide the Parties with repose from litigation. The Parties
7 faced significant risks, expenses, and/or uncertainty from continued litigation of this
8 matter, which further supports the Court's conclusion that the settlement is fair,
9 reasonable, adequate and in the best interests of the Settlement Class Members.

10 4. The Court grants final approval of the Settlement Agreement in full,
11 including but not limited to, the releases therein and the procedures for effecting the
12 settlement. All Settlement Class Members who have not excluded themselves from
13 the Settlement Class are bound by this Final Judgment and Order.

14 5. The Parties shall carry out their respective obligations under the
15 Settlement Agreement in accordance with its terms. The relief provided for in the
16 Settlement Agreement shall be made available to the various Settlement Class
17 Members submitting valid Claim Forms, pursuant to the terms and conditions set
18 forth in the Settlement Agreement.

19 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

20 6. No objections to the settlement were submitted by Settlement Class
21 Members. Therefore, all Settlement Class Members are deemed to have waived any
22 objections, including but not limited to, by appeal, collateral attack, or otherwise.

23 7. No person made a valid and timely request to be excluded from the
24 settlement and the Settlement Class.

25 8. The Court finds that the lack of objections and requests for exclusions
26 weighs in favor of finding that the proposed settlement is fair, reasonable, and
27 adequate, and provides the Settlement Class Members with substantial recovery in
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1 light with, or exceeding, those of comparable data breach settlements that have been
2 approved.

3 **CERTIFICATION OF THE SETTLEMENT CLASSES**

4 9. Solely for purposes of the Settlement Agreement and this Final
5 Judgment and Order, the Court hereby certifies the following Settlement Class and
6 California Settlement Subclass (collectively referred to herein as the “Settlement
7 Class”):

8 **Settlement Class** – All individuals in the United States
9 whose information was accessed in the Data Security
10 Incident and who received notice of the Data Security
11 Incident from See Tickets.

12 **California Settlement Subclass** – All individuals
13 residing in California as of the Notice Date whose
14 information was accessed in the Data Security Incident
15 and who received notice of the Data Security Incident
16 from See Tickets.

17 Specifically excluded from the Settlement Class are: (i) any judge or magistrate
18 judge presiding over this Action, members of their staff, and members of their
19 immediate families; (ii) the Released Parties; (iii) persons who properly execute and
20 file a timely request for exclusion from the Settlement Class; (iv) persons whose
21 claims in this matter have been finally adjudicated on the merits or otherwise
22 released; (v) counsel for See Tickets; and (vi) the legal representatives, successors,
23 and assigns of any such excluded persons. The Settlement Class is made up of
24 324,911 individuals and the California Settlement Subclass is made up of 66,707,
25 respectively.

26 10. The Court grants final approval of the appointment of Representative
27 Plaintiffs Mandi Peterson, Scott Fitzgerald, Zachary Richmond, Tom Loughead,
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1 Mason Verderame, Katie Jezierny, Rian Bodner, Christopher Aragon, and Candice
2 Zinner as Class Representatives of the Settlement Class and concludes that they have
3 fairly and adequately represented the Settlement Class and shall continue to do so.

4 11. The Court grants final approval to the appointment of Mason Barney
5 and Tyler Bean, Siri & Glimstad, LLP, Jason Rathod and Nicholas Migliaccio,
6 Migliaccio & Rathod, LLP and Kenneth Grunfeld, Kopelowitz Ostrow P.A. as Class
7 Counsel. Class Counsel has fairly and adequately represented the Settlement Class
8 and shall continue to do so.

9 **NOTICE TO THE CLASS**

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

20 **ATTORNEYS' FEES AND COSTS, SERVICE AWARDS**

21 13. Class Counsel is hereby awarded attorneys' fees and reimbursement of
22 litigation expenses in the amount of \$812,500. The Court finds this amount to be fair
23 and reasonable. Payment shall be made pursuant to the procedures set forth in the
24 Settlement Agreement.

25 14. The Court awards Service Awards of \$2,500 to each Representative
26 Plaintiff. The Court finds these amounts are justified by their service to the
27 Settlement Class. Payment shall be made from the Settlement Fund pursuant to the
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1 procedures in the Settlement Agreement.

2 **RELEASE**

3 15. Each Settlement Class Member, including Class Representatives, are
4 deemed to have completely and unconditionally released, forever discharged and
5 acquitted Defendant and the other Released Parties from any and all of the Released
6 Claims (including unknown claims) as defined in the Settlement Agreement. The
7 full terms of the release described in this paragraph are set forth in Section II.I of the
8 Settlement Agreement and are specifically approved and incorporated herein by this
9 reference (the “Release”). In addition, Class Representatives and Settlement Class
10 Members are deemed to have waived (i) the provisions of California Civil Code
11 § 1542, which provides that a general release does not extend to claims that the
12 creditor or releasing party does not know or suspect to exist in his or her favor at the
13 time of executing the release and that, if known by him or her, would have materially
14 affected his or her settlement with the debtor or released party, and (ii) and all similar
15 federal or state laws, rules, or legal principles of any other jurisdiction similar,
16 comparable, or equivalent to California Civil Code § 1542.

17 16. The Settlement Agreement and this Final Judgment and Order apply to
18 all claims or causes of action settled under the Settlement Agreement, and binds
19 Class Representatives and all Settlement Class Members who did not properly
20 request exclusion. The Settlement Agreement and this Final Judgment and Order
21 shall have maximum res judicata, collateral estoppel, and all other preclusive effect
22 in any and all causes of action, claims for relief, suits, demands, petitions, or any
23 other challenges or allegations that arise out of or relate to the subject matter of the
24 Action.

25 **OTHER PROVISIONS**

26 17. The Court directs the Parties and their counsel to implement and
27 consummate the Settlement Agreement and make available to Settlement Class
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1 Members the relief provided for therein, in accordance with the settlement.

2 18. The Settlement Agreement and this Final Judgment and Order, and all
3 documents, supporting materials, representations, statements and proceedings
4 relating to the settlement, are not, and shall not be construed as, used as, or deemed
5 evidence of, any admission by or against Defendant of liability, fault, wrongdoing,
6 or violation of any law, or of the validity or certifiability for litigation purposes of
7 the Settlement Class or any claims that were or could have been asserted in the
8 Action.

9 19. The Settlement Agreement and this Final Judgment and Order, and all
10 documents, supporting materials, representations, statements and proceedings
11 relating to the Settlement, shall not be offered or received into evidence, and are not
12 admissible into evidence, in any action or proceeding, except that the Settlement
13 Agreement and this Final Judgment and Order may be filed in any action by
14 Defendant or the Settlement Class Members seeking to enforce the settlement.

15 20. If the Effective Date does not occur for any reason, the Action will
16 revert to the status that existed before the Settlement Agreement's execution date,
17 and the Parties shall be restored to their respective positions in the Action as if the
18 Settlement Agreement had never been entered into. No term or draft of the
19 Settlement Agreement, or any part of the Parties' settlement discussions,
20 negotiations, or documentation will have any effect or be admissible in evidence for
21 any purpose in the litigation.

22 21. Without affecting the finality of this Final Judgment and Order, the
23 Court will retain jurisdiction over this Action and the Parties with respect to the
24 interpretation, implementation, and enforcement of the Settlement Agreement for all
25 purposes.

26 22. The Court hereby dismisses the Action in its entirety, with prejudice,
27 and without fees or costs except otherwise provided for herein.
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1 NOW, THEREFORE, the Court hereby enters judgment in this matter
2 pursuant to Rule 58 of the Federal Rules of Civil Procedure.

3 **IT IS SO ORDERED.**

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5 DATED: December 16, 2024

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7 MICHAEL W. FITZGERALD
8 United States District Judge
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