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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

08/02/2024

By: A. Turner Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

13 **BILLY THOMAS, ANDRE BROWN, and**
14 **DARRELL DENSON, individually, and on**
behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 **CALIFORNIA DEPARTMENT OF**
18 **CORRECTIONS AND**
19 **REHABILITATION, and DOES 1 through**
100, inclusive,

20 Defendants.

Case No. 34-2022-00328693-CU-PO-GDS

DEFENDANTS' SUPPLEMENTAL
BRIEF REGARDING THE MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT

Date: September 6, 2024
Time: 9:00 AM
Dept: 23
Judge: The Honorable Jill H. Talley
Trial Date: None assigned
Action Filed: October 21, 2022

22 Defendant California Department of Corrections and Rehabilitation (CDCR) submits this
23 supplemental briefing in support of the motion for preliminary approval of the parties' settlement

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1 **INTRODUCTION**

2 On June 14, 2024, the Court issued an order continuing the hearing on the motion for
3 preliminary approval of the parties’ settlement (the “Order”) and requesting the parties file
4 supplemental briefing. In response to the Court’s questions, the Parties have amended the release
5 for putative class members and included additional information in the Postcard Notice and Prison
6 Notice. The Addendum to the Settlement Agreement is attached to Waters’ Declaration as Exhibit
7 A. Defendant provides this further brief to supplement argument and points already addressed by
8 Plaintiff.

9 **DISCUSSION**

10 **I. CDCR DOES NOT HAVE ALL CLASS MEMBERS’ CURRENT MAILING ADDRESSES.**

11 In the Order, the Court requested supplemental briefing as to why CDCR does not have
12 current mailing addresses for all class members.

13 **A. Current, valid mailing addresses**

14 There are approximately 638,400 putative class members in this case, and the putative class
15 is comprised of individuals currently and formerly incarcerated in CDCR’s custody, current and
16 former employees of CDCR, and individual representatives for CDCR’s vendors. (Dec. of
17 Kojima, ¶ 2.) Of these class members, approximately 571,000 are individuals currently or
18 formerly incarcerated by CDCR. (Dec. of Kojima, ¶ 3.) Class members include individuals
19 incarcerated in CDCR custody as long ago as 2008. (Dec. of Kojima, ¶ 7.)

20 CDCR will have current and valid mailing addresses for the class members who are
21 currently in its custody.¹ CDCR, however, is not likely to have valid and current mailing
22 addresses for many class members no longer in CDCR custody for a variety of reasons. Rather,
23 CDCR will have last-known addresses for a number of these individuals, which it anticipates
24 being no longer current and valid for a number of reasons. Individuals who are released on
25 postrelease community supervision are supervised by a county agency and discharged from

26 ¹ CDCR currently has 92,718 individuals in its custody and 34,869 individuals on parole.
27 (CDCR Weekly Report of Population, July 3, 2024, [https://www.cdcr.ca.gov/research/wp-](https://www.cdcr.ca.gov/research/wp-content/uploads/sites/174/2024/07/Tpop4_d240703.pdf)
28 [content/uploads/sites/174/2024/07/Tpop4_d240703.pdf](https://www.cdcr.ca.gov/research/wp-content/uploads/sites/174/2024/07/Tpop4_d240703.pdf) (last visited July 8, 2024).) Class
members, however, are only those individuals whose information was potentially exposed in the
data breach discovered in or around January 2022. (Settlement Agreement, ¶ I, G.)

1 CDCR jurisdiction. (Pen. Code, § 3451.) CDCR would, therefore, not receive updated mailing
2 addresses for these individuals after their release from custody. The last known mailing addresses
3 for individuals who are no longer in custody or on parole are also more likely to be out of date.
4 (Dec. of Kojima, ¶ 7.) Further, individuals released from custody who are transient may have a
5 general location listed as their address in CDCR’s database, but it will not be a valid mailing
6 address. (Dec. of Kojima, ¶ 4.) Lastly, many of the addresses will be out-of-date and are unlikely
7 to be current and valid mailing addresses because some putative class members were in custody
8 as long ago as 2008. Once a putative class member is released from custody or released from
9 CDCR supervision, there is no legal obligation for them to update CDCR with a current address.
10 Therefore, it is anticipated that a majority of the class members once incarcerated with CDCR,
11 who have no obligation to provide current addresses to CDCR, may have outdated or invalid
12 mailing addresses. (Dec. of Kojima, ¶ 7.)

13 **B. The Search for Current, Valid Addresses**

14 The process for obtaining CDCR’s last-known addresses for class members through
15 searches on its databases is time-consuming and will take several weeks to complete. Class
16 members who are in custody are subject to housing changes, and those on parole update their
17 addresses, which will render the information out-of-date if the searches are done prematurely. For
18 these reasons, the settlement agreement requires CDCR to conduct a search for class members’
19 addresses once preliminary approval of the settlement agreement has been granted. (Dec. of
20 Kojima, ¶ 7.)

21 CDCR estimates that the search for class members’ last-known addresses to result in
22 approximately 550,000-600,000 addresses, but that only 200,000 will be accurate, current mailing
23 addresses. (Dec. of Kojima, ¶ 8.) These estimates are based upon a smaller sample size, and the
24 final numbers may vary significantly. (Dec. of Kojima, ¶ 8.)

25 **C. The Claims Administrator will Conduct Additional Searches for Updated
26 Addresses.**

27 The parties have also provided various mechanisms to ensure notices reach class members
28 to the extent reasonably possible. The settlement administrator will process the addresses

1 provided by CDCR through the United States Postal Service National Change of Address System
2 to increase mail deliverability. If mail is returned as undeliverable, the Settlement Administrator
3 will conduct a search on the publicly available California Incarcerated Records and Information
4 Search to determine if the class member has an updated address. If this search does not produce
5 an updated address, CDCR will determine if it has an updated address and if it does not, the
6 Settlement Administrator will endeavor to identify the most current address available to re-mail
7 the notice. (Settlement Agreement, § VI, E.)

8 In addition to the mailed notices, CDCR has agreed to post notices in the prisons regarding
9 the settlement to ensure that all individuals in CDCR custody obtain notice of the agreement.
10 (Settlement Agreement, § VI, F.) The parties have also sought to have a media campaign, i.e.
11 notice published through targeted advertising on social media platforms, business social
12 platforms, digital networks, and other appropriate platforms geared toward a California readership
13 demographic, which will direct them to the Settlement Website. (Settlement Agreement, § I(LL).)

14 **II. REVERSION PROVISION**

15 The Court sought supplemental briefing as to the appropriateness of the reversion. (Order
16 ¶ 2.). Plaintiffs have briefed the issue as to the appropriateness of the reversion in general, with
17 which Defendants join. CDCR's settlement in this lawsuit was the result of its intent to be a good
18 steward of public funds. The cost of continuing litigation, including the necessity of experts,
19 warranted the settlement here. The reversion negotiated here furthered CDCR's obligations to
20 properly utilize public funds.. This was particularly true given the budget issues the State of
21 California has encountered recently.

22 Additionally, the Order sought an explanation as to why a reversion was necessary for the
23 opt-out component of the settlement. (*Id.*)

24 Individuals for whom a valid address is known will automatically be allocated a settlement
25 share unless they choose to opt out of the agreement. (Settlement Agreement, § I(U), IV (E),
26 V(A).) To lessen the burden on putative class members, the Settlement Agreement does not
27 require the class members with valid addresses to submit claims to obtain a payment.
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1 It is anticipated, however, that some of these class members will not elect to cash their
2 settlement share check given the modest recovery. This is due, in part, to a lack of actual impact
3 on class members. CDCR notified class members of the data breach in August 2022 through a
4 combination of mailed notices and publication but received minimal response from class
5 members. Due to the modest individual settlement shares, redistributing uncashed shares would
6 likely result in a similarly modest recovery and the additional administration costs would
7 outweigh the benefits.

8 As Code of Civil Procedure section 384, subdivision (c) permits a public entity such as
9 CDCR from the requirement to distribute residual funds to a *cy pres* organization and the state
10 has been under significant pressure to reduce its budget, the reversion here for uncashed checks
11 after a robust postcard notice campaign and media campaign is appropriate and fair. Defendants
12 respectfully ask that this term of the agreement be approved.

13 **III. POSTCARD NOTICE**

14 As Plaintiff's Supplemental Declaration explained, the additional administrative costs led
15 the parties to include an initial postcard notice with a brief summary of the litigation and
16 settlement. This was particularly true given the high likelihood of outdated mailing addresses and
17 the need to potentially re-mail a significant number of notices.

18 It should be noted that although the website is intended to provide access to detailed
19 information regarding the lawsuit and settlement, the individuals incarcerated with CDCR are not
20 anticipated to have access to this website. The Settlement Agreement requires a Prison Notice,
21 which was Exhibit 4 to the Settlement Agreement and amended in the Addendum to the
22 Settlement Agreement, to provide additional details to individuals incarcerated with CDCR. The
23 parties also ensured that the notices informed putative class members that they could receive
24 information from the settlement administrator by mail or by contacting Class Counsel in the
25 notices. Lastly, the parties provided extended deadlines for those in custody to account for the
26 additional time needed to obtain information.

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1 **IV. REASONABLENESS OF SETTLEMENT**

2 The Order also sought further information to evaluate whether the settlement was fair,
3 reasonable, and adequate. In addition to the information provided by Plaintiffs, Defendants
4 submit that the costs and duration of continued litigation justify the settlement at this early stage
5 in litigation. The expenses required to continue to litigate this matter include accumulation of
6 attorneys' fees and costs, fees for consultants and experts, deposition of plaintiffs, CDCR
7 employees, and third parties, and further mediation, as well as the motion work described in
8 Plaintiffs' brief. These costs involved in continuing litigation would be significant. (Waters' Dec.,
9 ¶ 4.) The trial in this case was originally scheduled for June 2025, but should the preliminary
10 approval not be granted, Defendants would likely seek to move the trial to June 2026. (Waters'
11 Dec., ¶ 5.)

12 These factors, as well as those articulated by Plaintiffs, render the settlement fair,
13 reasonable, and adequate.

14 **CONCLUSION**

15 Defendants respectfully ask the Court to provide preliminary approval of the settlement
16 agreement, including the addendum.

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18 Dated: August 2, 2024

Respectfully submitted,

19 ROB BONTA
20 Attorney General of California
21 DAMON G. MCCLAIN
22 Supervising Deputy Attorney General

23 */s/ Amanda Waters*
24 AMANDA WATERS
25 Deputy Attorney General
Attorneys for Defendant
California Department of Corrections

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DECLARATION OF AMANDA WATERS

I, Amanda Waters, hereby declare and state:

1. I am a Deputy Attorney General in the Correctional Law Section of the Office of the Attorney General of the State of California. I am licensed to practice law in the State of California and before this Court.

2. I am the assigned attorney of record for Defendant in this case.

3. The parties have agreed to the language in the Addendum, a true and accurate copy which is attached here as Exhibit 1. The Addendum has been signed by all but one party. A fully executed Addendum will be submitted prior to the hearing.

4. The expenses required to continue to litigate this matter include accumulation of attorneys' fees and costs, fees for consultants and experts, deposition of plaintiffs, CDCR employees, and third parties, and further mediation, as well as the motion work described in Plaintiff's brief. These costs involved in continuing litigation would be significant.

5. The trial in this matter was originally scheduled for June 2025. Should litigation resume in this matter, Defendants anticipate seeking a continuance of the trial date to June 2026.

I declare that the foregoing is true and correct under penalty of perjury under the laws of the United States. Executed August 1, 2024 at San Francisco, California.

/s/ Amanda Waters
Amanda Waters

EXHIBIT A

ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Billy Thomas, Darrell Denson, Andre Brown and Joseph Williams (“Class Representatives” or “Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendant California Department of Corrections and Rehabilitation (“Defendant” or “CDCR”) (collectively, the “Parties”), hereby enter into the following Addendum to the Class Action Settlement Agreement and Release pursuant to paragraph XII, section G, subject to Court approval.

In May 2024, the Parties executed a Class Action Settlement Agreement and Release. The original agreement included a Civil Code section 1542 waiver by the class members. The Court directed the Parties to meet and confer regarding this waiver after a Motion for Preliminary Approval of the Settlement was filed by Plaintiff. After meeting and conferring, the Parties have agreed to the modifications as described below.

PROVISIONS

1. Terms used in this Addendum are as defined in the Agreement.
2. The Parties agree to modify the Release in paragraph IX, sections A and B to be replaced in full by the paragraphs below:

A. Plaintiffs’ Release: As of the Effective Date, Plaintiffs release Defendant and Released Parties from any and all causes of action which Plaintiffs has against Defendant or the Released Parties as well as any and all claims, causes of action, damages, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect for any acts or omissions that were pled or could have been pled in the Action based on the facts, subject matter, or the factual or legal allegations in the Complaint or any amendment to the Complaint, including the Operative Complaint, regardless of whether such claims arise under federal, state or local law, statute, ordinance, regulation, common law, or other source of law.

Plaintiffs’ Release of Unknown Claims: The Class Representatives release CDCR, Defendants, and Released Parties, whether named or unnamed and whether served or unserved, from all claims, past, present and future, known or unknown, that arise or could arise from the facts alleged in the Complaint, Operative Complaint, or Action.

In furtherance of this intention, the Class Representatives stipulate, acknowledge and agree, that upon the Effective Date, Class Representatives shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the Released Claims. Section 1542 of the California Civil Code provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This Agreement is the compromise of various disputed claims and shall not be treated as an admission of liability by any of the Parties for any purpose.


B. Final Settlement Class Members’ Release: All Final Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (1) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of litigation, including any and all claims regarding CDCR’s data breach discovered in January 2022 and announced in August 2022. Final Settlement Class Members do not release any other claims based on facts not alleged in the Operative Complaint.

3. The Parties further modify the Postcard Notice, Exhibit 2. The attached Exhibit 2 shall replace the Exhibit 2 attached to the Settlement Agreement.

4. The Parties further modify the Prison Notice, Exhibit 4. The attached Exhibit 4 shall replace the Exhibit 4 attached to the Settlement Agreement.

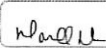
Plaintiffs and CDCR, by and through their respective counsel, execute this Addendum to the Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 8/1/2024, 2024


ID wfNArhSLs7HqydmvbWl5mmUK

Billy Thomas
Plaintiff

Dated: 8/1/2024, 2024


ID HEXtQSSqKwFCigFnjcxMAoH

Darrell Denson
Plaintiff

Dated: _____, 2024

Andre Brown
Plaintiff

Dated: _____, 2024

Joseph Williams
Plaintiff

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This Agreement is the compromise of various disputed claims and shall not be treated as an admission of liability by any of the Parties for any purpose.

B. Final Settlement Class Members' Release: All Final Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (1) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of litigation, including any and all claims regarding CDCR's data breach discovered in January 2022 and announced in August 2022. Final Settlement Class Members do not release any other claims based on facts not alleged in the Operative Complaint.

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Plaintiffs and CDCR, by and through their respective counsel, execute this Addendum to the Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2024

Billy Thomas
Plaintiff

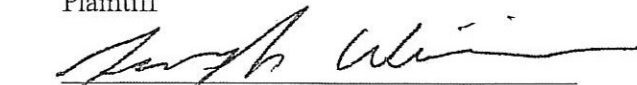
Dated: _____, 2024

Darrell Denson
Plaintiff

Dated: _____, 2024

Andre Brown
Plaintiff

Dated: 8-1, 2024



Joseph Williams
Plaintiff

Dated: _____, 2024

Scott Edward Cole, Esq.
Cole & Van Note
Attorneys for Plaintiffs

Dated: 8/1/2024, 2024

DocuSigned by:
Jennifer Neill
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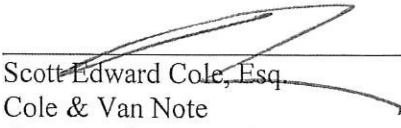
Jennifer Neill
As the Duly Authorized Representative of
Defendant California Department of Corrections
and Rehabilitation

Dated: 8/1/2024, 2024

Signed by:
Amanda Waters
EAD03AD8086642D...

Amanda Waters
Deputy Attorney General
Damon McClain
Supervising Deputy Attorney General
Office of the Attorney General
Attorneys for Defendant

Dated: 8/11, 2024



Scott Edward Cole, Esq.
Cole & Van Note
Attorneys for Plaintiffs

Dated: _____, 2024

Jennifer Neill
As the Duly Authorized Representative of
Defendant California Department of Corrections
and Rehabilitation

Dated: _____, 2024

Amanda Waters
Deputy Attorney General
Damon McClain
Supervising Deputy Attorney General
Office of the Attorney General
Attorneys for Defendant

Exhibit 2

Front of Postcard

Settlement Administrator
PO Box XXXX
XXXX, XX-XXXX

If you were notified by the California Department of Corrections and Rehabilitation of a Data Incident that was discovered in January 2022, you may be entitled to a Cash Payment from a class action settlement.

Inside of Postcard:

UNIQUE ID: <<XXXX

You are receiving this notice because you are a Class Member of a class action settlement and you are entitled to a CASH payment. Because you are receiving this notice, you do not need to do anything to be allocated a cash payment. To learn more, please visit www. settlement.com or contact the Settlement Administrator by mail or by email at XXX@XXX.com.

A settlement has been reached in a class action lawsuit against California Department of Corrections and Rehabilitation ("CDCR") regarding a data incident that resulted in an unauthorized user gaining access to one of CDCR's platforms which was discovered in January 2022 (the "Incident"). You are a "Class Member" if your protected health information or personally identifiable information was stored on the platform accessed in the data incident. CDCR provided notice of the Incident to Class Members in August 2022.

Under the Settlement, Class Members may receive a **Cash Payment**. Because you are receiving this notice, you do not need to do anything to be allocated a cash payment. If your address changes prior to receipt of the cash payment, it is your obligation to notify the Settlement Administrator. If you are incarcerated in CDCR custody or on parole, CDCR is obligated to collect any cash payments pursuant to a restitution fine or order. You may exclude yourself from the Settlement by mailing a written and signed request to the CDCR Settlement Administrator, stating your desire to be excluded, your name and address, and CDCR number, if applicable. **This Request for Exclusion must be submitted by MONTH DAY, 2024.** If you exclude yourself, you will not receive a cash payment but may be able to file your own lawsuit against CDCR for the same claims. If you do not exclude yourself from the Settlement, you will be allocated a cash payment. **By remaining in the Settlement Class, you release all claims brought in this lawsuit regarding the Incident, including negligence, violation of the Information Practices Act, invasion of privacy, breach of confidence, violation of the Confidentiality of Medical Information Act, breach of implied contract, breach of the implied covenant of good faith and fair dealing, unfair business practices and unjust enrichment**

The Court will hold a Final Approval Hearing on **MONTH DAY, 2024, at X:XX X.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees and expenses, and the service awards to the four Plaintiffs, who served as Class Representatives. The Court will consider any objections and may listen to those who have asked to speak. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary. If you are incarcerated in

CDCR custody, you will have to follow all CDCR rules to attend the hearing. If incarcerated, your attendance at the hearing is not guaranteed.

This notice is merely a summary. **A summary of your rights under the Settlement and instructions for how to exclude yourself or object to the Settlement are available at www.settlement.com or by contacting the Settlement Administrator.**

Exhibit 4

NOTICE – CLASS ACTION SETTLEMENT – DATA BREACH

Your rights may be affected. Please read carefully.

Thomas, et al. v. California Department of Corrections and Rehabilitation
Case No. 34-2022-00328693

ATTENTION: A Settlement has been reached in a class action lawsuit against the California Department of Corrections and Rehabilitation (“CDCR”) for a data incident that resulted in an unauthorized user gaining access to one of CDCR’s servers, which was discovered in January 2022. You are a “Class Member” if your protected health information or personally identifiable information (“PHI/PII”) was stored on the server accessed in the data incident. If you are a Settlement Class Member, you may be entitled to a **CASH PAYMENT**. Settlement Class Members give up their right to file a lawsuit for the data incident.

WHAT HAPPENED and WHAT’S NEXT?

A class action lawsuit was filed in the Superior Court of the State of California, County of Sacramento based upon the data incident described above. This lawsuit has now settled.

The Court has not yet approved the Settlement. The Court will hold a Final Approval Hearing on **Month Day, 2024, at X:XX a/p.m.** before Judge _____ at _____, Department ____, to determine if the settlement is fair, reasonable, and adequate and whether to approve the Settlement, Class Counsel’s application for attorneys’ fees, costs, and expenses, and the Plaintiffs’ service awards. The Court will consider any objections and may listen to those who have asked to speak. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary. If you are incarcerated in CDCR custody, you will have to follow all CDCR rules to attend the hearing, and your attendance at the hearing is not guaranteed.

WHAT ARE YOUR OPTIONS?

If you received a Postcard Notice: If you received a Postcard Notice in the mail regarding this Settlement, you do not need to do anything to receive a cash payment under the Settlement. **You will be giving up your right to file a lawsuit for the data incident.**

If you did not receive a Postcard Notice: If you did not receive a Postcard Notice but believe your PHI/PII was affected by the data incident, you must submit a claim form to the Settlement Administrator by **MONTH DAY, 2024**, to be eligible to receive a **CASH PAYMENT**. This claim form is available by contacting the Claims Administrator at the address listed below. **By receiving a payment, you will be giving up your right to file a lawsuit for the data incident.**

Opt Out: You may exclude yourself from the Settlement by mailing a written and signed request to the CDCR Settlement Administrator, stating your desire to be excluded, your name and address, and CDCR number. **This Request for Exclusion must be submitted by MONTH DAY, 2024.** If you exclude yourself, you will not receive a cash payment but may be able to file your own lawsuit against CDCR for the same claims.

Object: If you do not exclude yourself from the Settlement Class, you may object to the Settlement by timely submitting your written objection to the Settlement Administrator at the mailing address provided below no later than **Month Day, 2024**. Your objection must tell the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement **and cannot file a lawsuit for the data incident.**

FOR MORE INFORMATION

This notice is merely a summary. For more information regarding the Settlement, including to request copies of the Settlement Agreement or Long Form Notice, please contact the Settlement Administrator at the mailing address below. If you have other questions, you may contact:

COLE & VAN NOTE
Class Counsel
555 12th Street, Suite 2100

SETTLEMENT ADMINISTRATOR
[Settlement Administrator Name]
[ADDRESS]

Oakland, California 94607
(510) 891-9800 • www.colevannote.com

[ADDRESS]
[Telephone] • [Web address]

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DECLARATION OF K. KOJIMA

I, K. Kojima, hereby declare and state:

1. I am the Chief Information Security Officer for the California Department of Corrections and Rehabilitation ("CDCR"). I am competent to testify to the matters set forth in this declaration, and if called to do so, I would and could so testify.

2. There are approximately 638,400 class members in the *Thomas v. CDCR* case, which are comprised of individuals currently and formerly incarcerated in CDCR custody, current and former employees of CDCR, and individual representatives for CDCR vendors.

3. Of these class members, approximately 571,000 individuals are currently or were formerly incarcerated with CDCR.

4. For many of the class members, mailing addresses that CDCR maintains are subject to regular changes and may not reflect a usable mailing address. For example, individuals formerly incarcerated with CDCR who are on parole are required to update CDCR with new residential addresses and individuals who are currently incarcerated may have their housing location changed. Individuals who are transient may have a general location listed as an address, which will not result in a usable mailing address.

5. The search for the last-known mailing addresses for the class members will take CDCR at least several weeks to complete.

6. Due to the changing nature of the class members' addresses and the time-consuming process to obtain last-known mailing addresses, CDCR has not yet conducted a search for addresses of class members for the purposes of this class action. CDCR intends to do this upon the preliminary approval of the settlement agreement, in accordance with the agreement.

7. Because this search has not yet been completed, it is very difficult to accurately estimate the number of total addresses that will be located and to what extent these addresses may be current, valid mailing addresses. Many of the 571,000 current or formerly incarcerated class members will not be on parole and may have been out of custody as long ago as 2008, making the likelihood of an inaccurate mailing address much higher.

DS
kk

DECLARATION OF SERVICE BY E-MAIL and U.S. MAIL

Case Name: **Billy Thomas (BL8918), Andre Brown (BM6787), and Darrell Denson (F46528) v. CDCR, et al.**
No.: **34-2022-00328693-CU-PO-GDS**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter.

On August 2, 2024, I served the attached **DEFENDANTS' SUPPLEMENTAL BRIEF REGARDING THE MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT** by transmitting a true copy via electronic mail.

Scott Edward Cole
Laura Grace Van Note
Mark Freeman
Attorney at Law
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
E-mail Address: sec@colevannote.com;
lvn@colevannote.com; mtf@colevannote.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on August 2, 2024, at Los Angeles, California.

D Beltoya
Declarant



Signature