

# EXHIBIT A

*B.K., et al. v. Eisenhower Medical Center*

Case No. 5:23-cv-02092-JGB-DTB

**Settlement Agreement**

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

B.K. and N.Z., individually, and on  
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No.: 5:23-cv-02092-JGB-DTB

**SETTLEMENT AGREEMENT**

Action Filed: 10/12/2023

1 This Settlement and Release Agreement (“Agreement” or “Settlement  
2 Agreement”) is entered into by and between Eisenhower Medical Center (“EMC” or  
3 “Defendant”) and B.K. and N.Z. (“Plaintiffs”), both individually and on behalf of the  
4 Settlement Class, in the case of *B.K. and N.Z. v. Eisenhower Medical Center.*, No.  
5 5:23-cv-02092-JGB-DTB, currently pending in the United States District Court for  
6 the Central District of California (the “Litigation”). Defendant and Plaintiffs are each  
7 referred to as a “Party” and are collectively referred to herein as “the Parties.”

8 **I. RECITALS**

9 1. EMC is a nonprofit healthcare organization that provides healthcare  
10 services in California’s Coachella Valley.

11 2. The Litigation arises out of EMC’s use of web analytics technologies,  
12 through which Plaintiffs allege EMC transmitted certain information about Plaintiffs  
13 to third parties.

14 3. Defendant denies the claims asserted against it in the Litigation, denies  
15 all allegations of wrongdoing and liability, and denies all material allegations of the  
16 operative First Amended Class Action Complaint, filed on April 22, 2024  
17 (“Complaint”).

18 4. Plaintiffs and Class Counsel believe that the legal claims asserted in the  
19 Litigation have merit. Class Counsel have investigated the facts relating to the claims  
20 and defenses alleged and the underlying events in the Litigation, have made a  
21 thorough study of the legal principles applicable to the claims and defenses asserted  
22 in the Litigation, and have conducted a thorough assessment of the strengths and  
23 weaknesses of the Parties’ respective positions.

24 5. The Parties desire to settle the Litigation and all existing and potential  
25 claims arising out of or related to the allegations or subject matter of the Complaint  
26 and the Litigation on the terms and conditions set forth herein for the purpose of  
27 avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.  
28

1           6.     On October 11, 2024, Counsel for the Parties engaged in a mediation  
2 before Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services  
3 concerning a possible settlement of the claims asserted or that could have been  
4 asserted in the Litigation. This mediation resulted in a settlement in principle, the  
5 terms of which are reflected in this Settlement Agreement.

6           7.     Plaintiffs and Class Counsel, on behalf of the Settlement Class, have  
7 concluded, based upon their investigation, and taking into account the contested  
8 issues involved, the expense and time necessary to prosecute the Litigation through  
9 trial, the risks and costs associated with further prosecution of the Litigation, the  
10 uncertainties of complex litigation, the desired outcome from continued litigation,  
11 and the substantial benefits to be received pursuant to this Settlement Agreement,  
12 that a settlement with Defendant on the terms set forth herein is fair and reasonable  
13 and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class  
14 Counsel believe that the Settlement confers substantial benefits upon the Settlement  
15 Class.

16           8.     The Parties agree and understand that neither this Settlement  
17 Agreement, nor the settlement it represents, shall be construed as an admission by  
18 Defendant of any wrongdoing whatsoever, including an admission of a violation of  
19 any statute or law or of liability on the claims or allegations in the Litigation or any  
20 other similar claims in other proceedings, or that any such claims would be suitable  
21 for class treatment.

22           9.     The Parties, by and through their respective duly authorized counsel of  
23 record, and intending to be legally bound hereby, agree that the Litigation, and all  
24 matters and the claims in the Complaint, and all matters and claims potentially arising  
25 out of or related to the allegations or subject matter of the Complaint and Litigation,  
26 shall be fully, finally, and forever settled, and completely released, relinquished,  
27 discharged, and compromised, on the merits and with prejudice, upon the following  
28 terms and conditions.



## II. DEFINITIONS

10. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Administration Costs” include all reasonable costs related to carrying out the Notice Program and administering the claims and Settlement Fund distribution process.

b. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

c. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date, as set forth in Paragraph 43.

d. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

e. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date.

f. “Claimants” shall have the meaning given in Paragraph 33.

g. “Class Counsel” shall mean Ryan Clarkson, Yana Hart, and Tiara Avanness of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265-5807 and Matthew J. Langley of Almeida Law Group LLC, 249 W. Webster Ave., Chicago, IL 60614.

h. “Court” means the United States District Court for the Central District of California.

i. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further

1 and notwithstanding the above, when computing any period of time prescribed or  
2 allowed by this Settlement Agreement, “Days” includes the last day of the period  
3 unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period  
4 runs until the end of the next day that is not a Saturday, Sunday, or federal legal  
5 holiday.

6 j. “Defendant’s Counsel” means Paul G. Karlsgodt and Teresa C.  
7 Chow of Baker & Hostetler LLP, located at 1801 California Street, Suite 4400,  
8 Denver, CO, 80202-2662, and 1900 Avenue of the Stars, Suite 2700, Los Angeles,  
9 CA 90067-4301, respectively.

10 k. “Effective Date” means the date defined in Paragraph 86 of this  
11 Settlement Agreement.

12 l. “E-mail Notice” means the written notice that may be provided  
13 via electronic mail, substantially in the form of **Exhibit B** to this Settlement  
14 Agreement.

15 m. “Final” with respect to a judgment or order means that all of the  
16 following have occurred: (i) the time expires for noticing any appeal; (ii) if there is  
17 an appeal or appeals, completion, in a manner that finally affirms and leaves in place  
18 the judgment or order without any material modification, of all proceedings arising  
19 out of the appeal or appeals (including, but not limited to, the expiration of all  
20 deadlines for motions for reconsideration, rehearing *en banc*, or petitions for review  
21 and/or certiorari, all proceedings ordered on remand, and all proceedings arising out  
22 of any subsequent appeal or appeals following decisions on remand); and (iii) if there  
23 is an appeal or appeals, final dismissal of any appeal or appeals or the final dismissal  
24 of any proceeding or proceedings on certiorari.

25 n. “Final Approval Hearing” means the hearing to determine  
26 whether the Settlement should be given final approval and whether the applications  
27 of Class Counsel for attorneys’ fees, costs, and expenses should be approved.  
28

1 o. “Final Approval Order” means the order of the Court finally  
2 approving this Settlement.

3 p. “Final Judgment” means the judgment in the Litigation, entered  
4 in connection with the Settlement and Final Approval Order.

5 q. “Litigation” means the lawsuit entitled *B.K. and N.Z. v.*  
6 *Eisenhower Medical Center*, No. 5:23-cv-02092-JGB-DTB, currently pending in the  
7 United States District Court for the Central District of California, filed on October  
8 12, 2023.

9 r. “Litigation Costs” means costs and expenses incurred by Class  
10 Counsel in connection with commencing, prosecuting, mediating, settling the  
11 Litigation, and obtaining an order of final judgment.

12 s. “Long-Form Notice” means the written notice that will be  
13 provided on the Settlement Website substantially in the form of **Exhibit C** to this  
14 Settlement Agreement.

15 t. “Named Plaintiff(s)” means Plaintiff(s), together and  
16 individually.

17 u. “Notice and Claims Administration Costs” means all approved  
18 costs incurred or charged by the Settlement Administrator in connection with  
19 providing notice to members of the Settlement Class and administering the  
20 Settlement. This does not include any separate costs incurred directly by Defendant  
21 or any of Defendant’s attorneys, agents or representatives in this Litigation.

22 v. “Net Settlement Fund” means the amount of funds that remain in  
23 the Settlement Fund after funds are paid from or allocated for payment from the  
24 Settlement Fund for the following: (i) any taxes owed by the Settlement Fund, (ii)  
25 any Administration Costs, (iii) any Service Awards approved by the Court, and (iv)  
26 any Attorneys’ Fees, Costs, and Expenses Award approved by the Court.

27 w. “Notice Date” means a date no later than thirty (30) Days  
28 following the Court’s entry of the Preliminary Approval Order, by which the Notice

1 Program shall commence, as set forth in Paragraph 43.

2 x. "Notice Program" means the notice program described in Section  
3 VIII.

4 y. "Objection Deadline" shall mean the date sixty (60) Days from  
5 the Notice Date.

6 z. "Opt-out Date" shall mean the date sixty (60) Days from the  
7 Notice Date.

8 aa. "Parties" means Plaintiffs collectively and Defendant, and a  
9 "Party" means one of the Plaintiffs or the Defendant.

10 bb. "Plaintiffs' Released Claims" means all claims and other matters  
11 released in and by Section XVI of this Settlement Agreement.

12 cc. "Postcard Notice" means the written notice that may be provided  
13 via United States Mail substantially in the form of **Exhibit D** to this Settlement  
14 Agreement.

15 dd. "Preliminary Approval Date" means the date the Preliminary  
16 Approval Order has been executed and entered by the Court.

17 ee. "Preliminary Approval Order" means the order certifying the  
18 proposed Class for settlement purposes, preliminarily approving this Settlement  
19 Agreement, approving the Notice Program, and setting a date for the Final Approval  
20 Hearing, entered in a format the same as or substantially similar to that of the  
21 Proposed Preliminary Approval Order attached hereto as **Exhibit E**.

22 ff. "Related Entities" means EMC's past or present parents,  
23 subsidiaries, divisions, and related or affiliated entities of any nature whatsoever,  
24 whether direct or indirect, as well as each of EMC's and these entities' respective  
25 predecessors, successors, members, directors, officers, non-Settlement Class  
26 Member employees, principals, agents, attorneys, providers, customers, insurers, and  
27 reinsurers, and includes, without limitation, any person related to any such entity who  
28 is, was, or could have been named as a defendant in this Litigation.



1 gg. “Released Claims” means all of Plaintiffs’ Released Claims and  
2 Released Class Claims.

3 hh. “Released Class Claims” means all class claims and other matters  
4 released in and by Section XVI of this Settlement Agreement.

5 ii. “Released Persons” means Defendant and the Related Entities,  
6 and each of their present and former parents, subsidiaries, divisions, departments,  
7 affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s  
8 former or present directors, trustees, officers, non-Settlement Class Member  
9 employees, representatives, agents, providers, consultants, advisors, attorneys,  
10 accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

11 jj. “Settlement” means the settlement reflected by this Settlement  
12 Agreement.

13 kk. “Settlement Administrator” means the class action settlement  
14 administrator retained to carry out the notice plan and administer the claims and  
15 settlement fund distribution process. After reviewing bids, the Parties, subject to  
16 Court approval, have agreed to use EAG Gulf Coast LLC (“EAG”) as Settlement  
17 Administrator in this matter.

18 ll. “Settlement Agreement” means this Settlement Agreement,  
19 including releases and all exhibits hereto.

20 mm. “Settlement Class” means all identifiable individuals who logged  
21 into the EMC MyChart patient portal, and/or submitted an online form and/or  
22 scheduled a laboratory appointment on EMC’s public website  
23 [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org) (“Website”), in the time frame of January 1, 2019 to May  
24 3, 2023. Excluded from the Class are EMC and its affiliates, parents, subsidiaries,  
25 officers, and directors, as well as the judge(s) presiding over this matter and the clerks  
26 of said judge(s). This exclusion does not apply, and should not be read to apply, to  
27 otherwise eligible employees of EMC and its Related Entities who do not timely  
28 submit valid notices of intent to opt out of being Settlement Class Members as

described in Section X below. To the best of EMC's knowledge, the Settlement Class is comprised of approximately 190,392 members.

nn. "Settlement Class Member[s]" means all persons who are members of the Settlement Class.

oo. "Settlement Fund" means the non-reversionary sum of Eight Hundred Seventy-Five Thousand Dollars And No Cents (\$875,000.00), to be paid by Defendant as specified in this Agreement, including any interest accrued thereon after payment.

pp. "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Long-Form Notice, Postcard Notice, E-mail Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

### **III. CERTIFICATION OF THE SETTLEMENT CLASS**

11. For settlement purposes only, the Parties will request that the Court certify the Settlement Class.

12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Parties' request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

### **IV. THE SETTLEMENT FUND**

13. The Settlement Fund: Defendant agrees to make a payment of Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) and deposit that payment into the Settlement Fund as follows: (i) reasonable anticipated Administration Costs (the "Initial Payment") no later than thirty (30) Days after entry of the Preliminary Approval Order; and (ii) the balance of the Settlement Fund—*i.e.*, Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) less the amount of the Initial Payment—no later than thirty (30) Days after entry of the Final



1 Approval Order. For the avoidance of doubt, and for purposes of this Settlement  
2 Agreement only, Defendant's liability shall not exceed Eight Hundred Seventy-Five  
3 Thousand Dollars and No Cents (\$875,000.00), inclusive of Administration Costs;  
4 attorneys' fees, costs, and expenses; and service awards to the Named Plaintiffs. The  
5 timing set forth in this provision is contingent upon the receipt of a W-9 and payment  
6 instructions from the Settlement Administrator for the Settlement Fund no later than  
7 the date that the Preliminary Approval Order is entered. If Defendant does not  
8 receive the W-9 and payment instructions by the date that the Preliminary Approval  
9 Order is entered, the Initial Payment specified by this paragraph shall be made within  
10 thirty (30) Days after EMC receives the W-9 and payment instructions.

11 14. Custody of the Settlement Fund: The Settlement Fund shall be deposited  
12 in an appropriate trust account established by the Settlement Administrator but shall  
13 remain subject to the jurisdiction of the Court until such time as the entirety of the  
14 Settlement Fund is distributed pursuant to this Agreement or returned to those who  
15 paid the Settlement Fund in the event this Agreement is voided, terminated, or  
16 cancelled.

17 a. In the event this Agreement is voided, terminated, or cancelled  
18 due to lack of approval from the Court or any other reason: (i) the Class  
19 Representatives and Class Counsel shall have no obligation to repay to EMC any of  
20 the Notice Program and Claims Administration Costs that have been paid or incurred  
21 in accordance with the terms and conditions of this Agreement; (ii) any amounts  
22 remaining in the Settlement Fund, including all interest earned on the Settlement  
23 Fund net of any taxes, shall be returned to Defendant within ten (10) Days of the final  
24 order denying approval of the Settlement; and (iii) no other person or entity shall  
25 have any further claim whatsoever to such amounts. The Parties will cooperate in  
26 good faith in an effort to obtain final approval of the Settlement including to reach  
27 agreement on any modification to the Settlement necessary to obtain final approval.  
28

1        15. Non-Reversionary: This Settlement is not a reversionary settlement. As  
2 of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be  
3 extinguished, except in the event this Settlement Agreement is voided, cancelled, or  
4 terminated, as described in Section XV of this Agreement. In the event the Effective  
5 Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

6        16. Use of the Settlement Fund: As further described in this Agreement, the  
7 Settlement Fund shall be used by the Settlement Administrator to pay for: (i) any  
8 taxes owed by the Settlement Fund, (ii) any Administration Costs; (iii) any Service  
9 Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award  
10 as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant  
11 to the terms and conditions of this Agreement.

12        17. Financial Account: The Settlement Fund shall be an account established  
13 and administered by the Settlement Administrator, at a financial institution  
14 recommended by the Settlement Administrator and approved by Class Counsel and  
15 Defendant's Counsel and shall be maintained as a qualified settlement fund pursuant  
16 to Treasury Regulation § 1.468 B-1, et seq.

17        18. Payment/Withdrawal Authorization: No amounts may be withdrawn  
18 from the Settlement Fund unless (i) expressly authorized by the Settlement  
19 Agreement, or (ii) as may be approved by the Court.

20        19. Payments to Class Members: The Settlement Administrator, subject to  
21 such supervision and direction of the Court and Class Counsel as may be necessary  
22 or as circumstances may require, shall administer and oversee distribution of the Net  
23 Settlement Fund to Claimants pursuant to this Agreement.

24        20. Treasury Regulations and Fund Investment: The Parties agree that the  
25 Settlement Fund is intended to be maintained as a qualified settlement fund within  
26 the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement  
27 Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall  
28 be responsible for filing tax returns and any other tax reporting for or in respect of

1 the Settlement Fund and paying from the Settlement Fund any taxes owed by the  
2 Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a  
3 qualified settlement fund from the earliest date possible and agree to any relation-  
4 back election required to treat the Settlement Fund as a qualified settlement fund  
5 from the earliest date possible. Any and all funds held in the Settlement Fund shall  
6 be held in an interest-bearing account insured by the Federal Deposit Insurance  
7 Corporation ("FDIC") at a financial institution determined by the Settlement  
8 Administrator and approved by the Parties. Funds may be placed in a non-interest-  
9 bearing account as may be reasonably necessary during the check clearing process.  
10 The Settlement Administrator shall provide an accounting of any and all funds in the  
11 Settlement Fund, including any interest accrued thereon and payments made pursuant  
12 to this Agreement, upon request of any of the Parties.

13       21. Taxes: All taxes owed by the Settlement Fund shall be paid out of the  
14 Settlement Fund, and shall be timely paid by the Settlement Administrator without  
15 prior order of the Court. Further, the Settlement Fund shall indemnify and hold  
16 harmless the Parties and their counsel for taxes (including, without limitation, taxes  
17 payable by reason of any such indemnification payments). The Parties and their  
18 respective counsel have made no representation or warranty with respect to the tax  
19 treatment by any Class Representative or any Settlement Class Member of any  
20 payment or transfer made pursuant to this Agreement or derived from or made  
21 pursuant to the Settlement Fund. Each Class Representative and Settlement Class  
22 Member shall be solely responsible for the federal, state, and local tax consequences  
23 to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this  
24 Agreement.

25       22. Limitation of Liability

26           a. Defendant and its counsel shall not have any responsibility for or  
27 liability whatsoever with respect to (i) any act, omission, or determination of Class  
28 Counsel, the Settlement Administrator, or any of their respective designees or agents,

1 in connection with the administration of the Settlement or otherwise; (ii) the  
2 management, investment or distribution of the Settlement Fund; (iii) the formulation,  
3 design, or terms of the disbursement of the Settlement Fund; (iv) the determination,  
4 administration, calculation, or payment of any claims asserted against the Settlement  
5 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund;  
6 or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in  
7 connection with the taxation of the Settlement Fund or the filing of any returns.  
8 Defendant also shall have no obligation to communicate with Settlement Class  
9 Members and others regarding amounts paid under the Settlement.

10           b.     The Class Representatives and Class Counsel shall not have any  
11 liability whatsoever with respect to (i) any act, omission, or determination of the  
12 Settlement Administrator, or any of their respective designees or agents, in  
13 connection with the administration of the Settlement or otherwise; (ii) the  
14 management, investment, or distribution of the Settlement Fund; (iii) the formulation,  
15 design, or terms of the disbursement of the Settlement Fund; (iv) the determination,  
16 administration, calculation, or payment of any claims asserted against the Settlement  
17 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund;  
18 or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in  
19 connection with the taxation of the Settlement Fund or the filing of any returns.

20 **V.           EQUITABLE RELIEF**

21           23.    Defendant shall create and maintain a Web Governance Committee to  
22 assess the implementation and use of analytics and advertising technologies on the  
23 Website to evaluate whether such use is consistent with Defendant's mission and  
24 applicable law. While continuing to deny liability, Defendant agrees that for two (2)  
25 years following final approval of the Settlement, Defendant shall not use the Meta  
26 Pixel or Google Analytics source code on its Website unless the Web Governance  
27 Committee makes the requisite determination under 45 CFR § 164.514(b)(1) and  
28 Defendant makes an affirmative disclosure posted on the webpage(s) on its Website



1 that the tool(s) is/are being used on the Website, by name.

2 **VI. BENEFITS TO SETTLEMENT CLASS MEMBERS**

3 24. Settlement Class Members must submit a valid Claim Form in order to  
4 receive a settlement benefit. Claims will be subject to review for completeness and  
5 plausibility by the Settlement Administrator. For claims deemed invalid, the  
6 Settlement Administrator will provide claimants an opportunity to cure in the manner  
7 set forth below.

8 25. All Settlement Class Members who submit a valid claim form will  
9 receive a *pro rata* share of the Net Settlement Fund, which will be paid in accordance  
10 with Paragraph 16 above and Paragraph 35 below (“Cash Compensation”).

11 **VII. SETTLEMENT ADMINISTRATION**

12 26. All agreed upon Administration Costs for the Settlement will be paid  
13 from the Net Settlement Fund.

14 27. The Parties agreed to solicit, and did solicit, competitive bids for  
15 settlement administration, to rely upon e-mail addresses to the extent possible, and  
16 mailing addresses as set forth in Paragraph 43, in order to contain the Administration  
17 Costs while still providing effective notice to the Settlement Class Members.

18 28. The Settlement Administrator will provide written notice of the  
19 Settlement terms to all Settlement Class Members as follows: (i) the E-mail Notice  
20 via the most recent e-mail address associated with the Settlement Class Member in  
21 EMC’s records; and (ii) if there is no valid e-mail address, the Postcard Notice via  
22 United States Mail to the most recent mailing address associated with that Settlement  
23 Class Member in EMC’s records.

24 29. The Settlement Administrator will cause the Notice Program to be  
25 effectuated in accordance with the terms of the Settlement Agreement and any orders  
26 of the Court. The Settlement Administrator may request the assistance of the Parties  
27 to facilitate providing notice and to accomplish such other purposes as may be  
28 approved by both Class Counsel and Defendant’s Counsel. The Parties shall

1 reasonably cooperate with such requests.

2 30. The Settlement Administrator will administer the claims process in  
3 accordance with the terms of the Settlement Agreement and any additional processes  
4 agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's  
5 supervision and direction as circumstances may require.

6 31. To make a claim, a Settlement Class Member must complete and submit  
7 a valid, timely, and sworn Claim Form. The Claim Form shall be submitted online  
8 at the Settlement Website or via mail to the Settlement Administrator.

9 32. The Settlement Administrator will review and evaluate each Claim  
10 Form, including any required documentation submitted, for validity, timeliness, and  
11 completeness.

12 33. If, in the determination of the Settlement Administrator, the Settlement  
13 Class Member submits a timely but incomplete or inadequately supported Claim  
14 Form, the Settlement Administrator shall give the Settlement Class Member notice  
15 of the deficiencies, and the Settlement Class Member shall have twenty-one (21)  
16 Days from the date of the written notice to cure the deficiencies. The Settlement  
17 Administrator will provide notice of deficiencies concurrently to Defendant's  
18 Counsel and Class Counsel. If the defect is not cured within the 21- Day period, then  
19 the Claim will be deemed invalid. All Settlement Class Members who submit a valid  
20 and timely Claim Form, including a Claim Form deemed defective but timely cured,  
21 shall be considered "Claimants."

22 34. The Settlement Administrator will maintain records of all Claim Forms  
23 submitted until three hundred and sixty (360) Days after entry of the Final Judgment.  
24 Claim Forms and supporting documentation may be provided to the Court upon  
25 request and to Defendant, Class Counsel and Defendant's Counsel to the extent  
26 necessary to resolve claims determination issues pursuant to this Settlement  
27 Agreement. Class Counsel or the Settlement Administrator will provide other reports  
28 or information that the Court may request or that the Court or Defendant's Counsel



1 may reasonably require.

2 35. Subject to the terms and conditions of this Settlement Agreement, no  
3 later than thirty (30) Days after the Effective Date, the Settlement Administrator shall  
4 make a digital or electronic payment, or issue a check by mail (“Claim Payment”) to  
5 each Claimant for their *pro rata* share of the Net Settlement Fund, in accordance with  
6 the following distribution procedures:

7 a. The Settlement Administrator shall utilize the Net Settlement  
8 Fund to make all Cash Compensation payments as described in Paragraphs 24 and  
9 25. The amount of each Cash Compensation payment shall be calculated by dividing  
10 the Net Settlement Fund by the number of valid claims for Cash Compensation.

11 36. Each Claim Payment shall be direct deposited to the bank account  
12 provided by the Claimant on his or her Claim Form, or by other electronic means  
13 provided by the Claimant on his or her Claim Form. Settlement Class Members may  
14 also elect to receive payment by physical check.

15 37. To the extent any monies remain in the Net Settlement Fund more than  
16 one hundred twenty (120) Days after the issuance of Claim Payments to the  
17 Claimants, the parties will discuss if second distribution to the Court-approved  
18 Claimants is feasible and, if not, they will propose a *cy pres* recipient.

19 38. For any Claim Payment returned to the Settlement Administrator as  
20 undeliverable, the Settlement Administrator shall make reasonable efforts to find  
21 valid electronic payment information and resend the Claim Payment within thirty  
22 (30) Days after the payment is returned to the Settlement Administrator as  
23 undeliverable. The Settlement Administrator shall only make one attempt to resend  
24 a Claim Payment.

25 39. Except as expressly set forth herein, no portion of the Net Settlement  
26 Fund shall revert or be repaid to Defendant after the Effective Date. Any residual  
27 funds remaining in the Net Settlement Fund, after all payments and distributions are  
28 made pursuant to the terms and conditions of this Agreement shall be distributed

1 according to the provisions outlined in Paragraph 37.

2 **VIII. NOTICE TO SETTLEMENT CLASS MEMBERS**

3 40. The Parties agree the following Notice Program provides reasonable  
4 notice to the Settlement Class.

5 41. Direct Notice shall be provided to Settlement Class Members via the  
6 most recent e-mail address associated with each Settlement Class Member in EMC's  
7 records or, if no e-mail address is available, via United States mail to such Settlement  
8 Class Members' most recent mailing address in EMC's records.

9 42. Within fifteen (15) Days of entry of the Preliminary Approval Order,  
10 Defendant shall provide the Settlement Administrator with the names and the most  
11 recent e-mail address and/or mailing address associated with each Settlement Class  
12 Member for the Settlement Class Members (the "Class List"). The Settlement  
13 Administrator shall perform an email cleanse and skip trace of the Class List prior to  
14 sending the E-mail Notice or Postcard Notice.

15 43. No later than the Notice Date, which shall be within thirty (30) Days  
16 following entry of the Preliminary Approval Order, the Settlement Administrator  
17 shall provide the E-Mail Notice via the most recent e-mail address associated with  
18 each Settlement Class Member's in EMC's records("E-Mail Population"). If there  
19 is no e-mail address on record for a Settlement Class Member, the Settlement  
20 Administrator shall mail the Postcard Notice, attached as **Exhibit D**, to the  
21 Settlement Class Member's most recent mailing address in EMC's records ("Mail  
22 Population"). For those e-mails to the E-Mail Population that bounce back, the  
23 Settlement Administrator shall promptly perform an in-depth search for a valid e-  
24 mail address and resend the E-Mail Notice to that updated e-mail address. If any  
25 Postcard Notice to the Mail Population is returned to the Settlement Administrator  
26 with a forwarding address, it will be automatically re-mailed to the updated address.  
27 If the Postcard Notice is returned without a forwarding address, it will be sent through  
28 an advanced address search process in an effort to find a more current address for the

1 record. If an updated address is obtained through the advanced search process, the  
2 Settlement Administrator will re-mail the Postcard Notice to the updated address. In  
3 addition, Notice will be disseminated through the Settlement Website.

4 44. No later than thirty (30) Days following entry of the Preliminary  
5 Approval Order, and prior to sending the E-Mail Notice or postcard notice to all  
6 Settlement Class Members, the Settlement Administrator will create a dedicated  
7 Settlement Website. The Settlement Website will include a toll-free telephone  
8 number and mailing address through which the Settlement Administrator can be  
9 contacted. The Settlement Administrator shall cause the Complaint, Long-Form  
10 Notice, E-mail Notice, Postcard Notice, Claim Form, this Settlement Agreement, and  
11 other relevant settlement and court documents to be available on the Settlement  
12 Website. Any other content proposed to be included or displayed on the Settlement  
13 Website shall be approved in advance by Class Counsel and Defendant's Counsel,  
14 which approval shall not be unreasonably withheld.

15 45. Claimants shall submit their claims via the Settlement Website.

16 46. The Settlement Website shall be maintained from the Notice Date until  
17 at least sixty (60) Days after the Claims Deadline has passed.

18 47. Claim Forms shall be returned or submitted to the Settlement  
19 Administrator online or be forever barred unless such claim is otherwise approved  
20 by the Court at the Final Approval Hearing, for good cause shown as demonstrated  
21 by the applicable Settlement Class Member.

22 48. Prior to the Final Approval Hearing, the Settlement Administrator shall  
23 provide to Class Counsel to file with the Court, an appropriate affidavit or declaration  
24 from the Settlement Administrator concerning compliance with the Court-approved  
25 Notice Program.

## 26 **IX. OBJECTIONS TO THE SETTLEMENT**

27 49. Any Settlement Class Member who wishes to object to the proposed  
28 Settlement Agreement must file with the Court and serve a written objection(s) to the

1 Settlement (“Objection(s)”) on the Settlement Administrator, at the address set forth  
2 in the Long-Form Notice.

3 50. Each Objection must (i) set forth the Settlement Class Member’s full  
4 name, current address, telephone number, and email address; (ii) contain the  
5 Settlement Class Member’s original signature; (iii) contain proof that the Settlement  
6 Class Member is a member of the Settlement Class (*e.g.*, copy of settlement notice  
7 or confirmation of online form submission or laboratory appointment scheduling);  
8 (iv) state that the Settlement Class Member objects to the Settlement, in whole or in  
9 part; (v) set forth a statement of the legal and factual basis for the Objection; (vi)  
10 provide copies of any documents that the Settlement Class Member wishes to submit  
11 in support of his/her position; (vii) identify all counsel representing the Settlement  
12 Class Member, if any; (viii) contain the signature of the Settlement Class Member’s  
13 duly authorized attorney or other duly authorized representative; and (ix) contain a  
14 list, including case name, court, and docket number, of all other cases in which the  
15 objector and/or the objector’s counsel has filed an objection to any proposed class  
16 action settlement.

17 51. Objections must be filed with the Court and served on the Settlement  
18 Administrator no later than the Objection Deadline. The Objection Deadline shall be  
19 included in the Long-Form Notice.

20 52. Class Counsel and Defendant’s Counsel may, but need not, respond to  
21 the Objections, if any, by means of a memorandum of law served prior to the Final  
22 Approval Hearing.

23 53. An objecting Settlement Class Member has the right, but is not required,  
24 to attend the Final Approval Hearing. If an objecting Settlement Class Member  
25 intends to appear at the Final Approval Hearing, either with or without counsel, he  
26 or she must also notify the Court (as well as Class Counsel and Defendant’s Counsel)  
27 by the Objection Deadline.  
28



1           a.     If the objecting Settlement Class Member intends to appear at the  
2 Final Approval Hearing through counsel, he or she must also identify the attorney(s)  
3 representing the objecting Settlement Class Member who will appear at the Final  
4 Approval Hearing and include the attorney(s) name, address, phone number, e-mail  
5 address, state bar(s) to which counsel is admitted, as well as associated state bar  
6 numbers in his or her Objection.

7           b.     Any Settlement Class Member who fails to timely file and serve  
8 an Objection and notice, if applicable, of his or her intent to appear at the Final  
9 Approval Hearing in person or through counsel pursuant to this Settlement  
10 Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the  
11 Court, shall not be permitted to appear and be heard at the Final Approval Hearing,  
12 but such Settlement Class Member's written Objection may be considered by the  
13 Court in ruling on any motion for final approval.

14         54.    Any Settlement Class Member who does not submit a timely Objection  
15 in complete accordance with this Settlement Agreement and the Long-Form Notice,  
16 or as otherwise ordered by the Court, shall not be treated as having filed a valid  
17 Objection to the Settlement, shall forever be barred from raising any objection to the  
18 Settlement, and shall be foreclosed from seeking any review of the Settlement or the  
19 terms of the Settlement Agreement by appeal or other means.

20         **X.           OPT OUT PROCEDURES**

21         55.    Each Settlement Class Member wishing to opt out of the Settlement  
22 Class shall individually sign and timely submit written notice of such intent to the  
23 address set forth in the Long-Form Notice. To be effective, written notice: (a) shall  
24 be postmarked no later than the Opt-Out Date; (b) shall state the name, address, and  
25 telephone number of the Settlement Class Member seeking exclusion; (c) shall be  
26 physically signed by the Settlement Class Member seeking exclusion; and (d) must  
27 contain a statement to the effect that "I hereby request to be excluded from the  
28 proposed Settlement Class in *B.K. et al. v. Eisenhower Medical Center*, No. 5:23-cv-

1 02092-JGB-DTB (C.D. Cal).” Any person who submits a valid and timely exclusion  
2 request shall not (i) be bound by any orders or Judgment entered in the Actions, (ii)  
3 be entitled to relief under this Agreement, or (iii) be entitled to object to any aspect  
4 of this Agreement. No person may request to be excluded from the Settlement Class  
5 through “mass” or “class” opt-outs.

6 56. All Settlement Class Members who submit valid and timely notices of  
7 their intent to opt out of the Settlement Class, as set forth in Paragraph 55 above,  
8 referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound  
9 by the terms of this Settlement Agreement. All Persons falling within the definition  
10 of the Settlement Class who do not opt-out of the Settlement Class in the manner set  
11 forth in Paragraph 55 above shall be bound by the terms of this Settlement Agreement  
12 and Judgment entered thereon.

13 57. The notice of intent to opt out and Objection procedures shall be detailed  
14 in plain language in the Long Form Notice and on the Settlement Website.

15 **XI. ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE**  
16 **AWARDS**

17 58. Class Counsel intends to seek reimbursement of their reasonable  
18 attorneys’ fees and costs not to exceed Two Hundred and Eighty-Eight Thousand,  
19 Seven Hundred and Fifty Dollars and No Cents (\$288,750.00) or thirty-three percent  
20 (33%) of the total value of the Settlement Fund for attorneys’ fees, plus reasonable  
21 documented costs and expenses up to Twenty Thousand Dollars and No Cents  
22 (\$20,000.00) incurred in prosecuting the Litigation. Class Counsel’s attorneys’ fees,  
23 costs, and expenses awarded by the Court shall be paid no later than thirty (30) Days  
24 after entry of the Final Approval Order, notwithstanding any appeals or any other  
25 proceedings which may delay the Effective Date of the Settlement. For the avoidance  
26 of doubt, the Court-approved amount of any attorneys’ fees, costs, and expenses shall  
27 be paid from the Settlement Fund. The Parties did not discuss or agree upon payment  
28 of attorneys’ fees and costs until after they agreed on all materials terms of relief to



1 the Settlement Class.

2 59. Class Counsel shall request the Court to approve a service award of Two  
3 Thousand, Five Hundred Dollars and No Cents (\$2,500.00) for each of the named  
4 Plaintiffs, B.K. and N.Z., which award is intended to recognize Plaintiffs for their  
5 efforts in the litigation and commitment on behalf of the Settlement Class ("Service  
6 Award(s)"). If approved by the Court, the Service Awards will be paid no later than  
7 thirty (30) Days after entry of the Final Approval Order. For the avoidance of doubt,  
8 the Court approved amount for any Service Awards shall be paid from the Settlement  
9 Fund. The Parties did not discuss or agree upon payment of service awards until after  
10 they agreed on all materials terms of relief to the Settlement Class.

11 60. Class Counsel will file applications with the Court for the requested  
12 Service Awards and attorneys' fees, costs, and expenses no later than fourteen (14)  
13 Court Days prior to the Objection Deadline.

14 61. The Parties agree that the Court's approval or denial of any request for  
15 the Service Awards or attorneys' fees are not conditions to this Settlement Agreement  
16 and are to be considered by the Court separately from final approval, reasonableness,  
17 and adequacy of the settlement. Any reduction to the Service Awards or award of  
18 attorneys' fees, costs, or expenses shall not operate to terminate or cancel this  
19 Settlement Agreement.

## 20 **XII. NOTICES**

21 62. All notices to the Parties required by the Settlement Agreement shall be  
22 made in writing and communicated by mail to the following addresses:

23 ///

24 ///

25 ///

1 All notices to Class Counsel or Plaintiffs shall be sent to:

2 Ryan J. Clarkson  
3 Yana A. Hart  
4 Tiara Avanness  
5 **CLARKSON LAW FIRM, P.C.**  
6 22525 Pacific Coast Highway  
7 Malibu, CA 90265-5807  
8 Telephone: 213.788.4050  
9 Facsimile: 213.788.4070  
10 Email: *rclarkson@clarksonlawfirm.com*  
11 *yhart@clarksonlawfirm.com*  
12 *tavaness@clarksonlawfirm.com*

13 *and*

14 Matthew J. Langley  
15 **ALMEIDA LAW GROUP LLC**  
16 849 W. Webster Avenue  
17 Chicago, Illinois 60614  
18 Telephone: 312.576.3024  
19 Email: *matt@almeidalawgroup.com*

20 All notices to Defendant's Counsel or Defendant shall be sent to:

21 Paul G. Karlsgodt  
22 **BAKER & HOSTETLER LLP**  
23 1801 California Street, Suite 4400  
24 Denver, Colorado, 80202-2662  
25 Telephone: 303.861.0600  
26 Facsimile: 303.861.7805  
27 Email: *PKarlsgodt@bakerlaw.com*

28 *and*

Teresa C. Chow  
**BAKER & HOSTETLER LLP**  
1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067-4508  
Telephone: 310.820.8800  
Facsimile: 310.820.8859  
Email: *tchow@bakerlaw.com*

63. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

**XIII. SETTLEMENT APPROVAL PROCESS**

64. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of California, the United States, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. Approves the Objection procedures as outlined in this Settlement Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

**XIV. FINAL APPROVAL HEARING**

65. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

66. The Parties may file a response to any objections and a Motion for Final Approval no later than fourteen (14) Court Days prior to the Final Approval Hearing.

67. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail, hand-deliver, or e-mail to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and serve that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

68. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of California, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

c. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;



1 d. A finding that neither the Final Judgment, the settlement, nor the  
2 Settlement Agreement shall constitute an admission of liability by any of the Parties,  
3 or any liability or wrongdoing whatsoever by any Party;

4 e. A finding that Plaintiffs shall, as of the entry of the Final  
5 Judgment, conclusively be deemed to have fully, finally, and forever completely  
6 released, relinquished, and discharged the Released Persons from the Plaintiffs'  
7 Released Claims;

8 f. A finding that all Settlement Class Members, excluding Opt-  
9 Outs, shall, as of the entry of the Final Judgment, conclusively be deemed to have  
10 fully, finally, and forever completely released, relinquished, and discharged the  
11 Released Persons from the Released Class Claims; and

12 g. A reservation of exclusive and continuing jurisdiction over the  
13 Litigation and the Parties for the purposes of, among other things, (i) supervising the  
14 implementation, enforcement, construction, and interpretation of the Settlement  
15 Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii)  
16 supervising the administration and distribution of the relief to the Settlement Class  
17 and resolving any disputes that may arise with regard to the foregoing.

18 69. The Parties agree to bear their own attorneys' fees, costs, and expenses  
19 not otherwise awarded in accordance with this Settlement Agreement.

20 **XV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

21 70. Each Party shall have the right to terminate this Settlement Agreement  
22 if:

23 a. The Court denies preliminary approval of this Settlement  
24 Agreement (or grants preliminary approval through an order that materially differs  
25 in substance to **Exhibit E** hereto);

26 b. The Court denies final approval of this Settlement Agreement (or  
27 grants final approval through an order that materially differs in substance from  
28 **Exhibit F** hereto);

1 c. The Final Approval Order and Final Judgment do not become  
2 final by reason of a higher court reversing final approval by the Court, and the Court  
3 thereafter declines to enter a further order or orders approving the settlement on the  
4 terms set forth herein; or

5 d. The Effective Date cannot occur.

6 71. The Parties agree to work in good faith to effectuate this Settlement  
7 Agreement including to reach agreement on any modification to the Settlement  
8 necessary to obtain final approval.

9  
10 72. If a Party elects to terminate this Settlement Agreement under this  
11 Section XV, that Party must provide written notice to the other Party's counsel, by  
12 hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition  
13 permitting termination.

14 73. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking  
15 other appropriate relief from an appellate court with respect to any denial by the Court  
16 of final approval of the Settlement. Plaintiffs may appeal any material reduction in  
17 the requested amount of attorneys' fees and/or costs.

18 74. If this Settlement Agreement is terminated or disapproved, or if the  
19 Effective Date should not occur for any reason, then: (i) this Settlement Agreement,  
20 the Preliminary Approval Order, the Final Approval Order (if applicable), and all of  
21 their provisions shall be rendered null and void; (ii) all Parties shall be deemed to  
22 have reverted to their respective status in the Litigation as of the date and time  
23 immediately preceding the execution of this Settlement Agreement; (iii) except as  
24 otherwise expressly provided, the Parties shall stand in the same position and shall  
25 proceed in all respects as if this Settlement Agreement and any related orders had  
26 never been executed, entered into, or filed; and (iv) no term or draft of this Settlement  
27 Agreement nor any part of the Parties' settlement discussions, negotiations, or  
28 documentation (including any declaration or brief filed in support of the motion for



1 preliminary approval or motion for final approval), nor any rulings regarding class  
2 certification for settlement purposes (including the Preliminary Approval Order and,  
3 if applicable, the Final Approval Order and Final Judgment), will have any effect or  
4 be admissible into evidence for any purpose in the Litigation or any other proceeding.

5       75. If the Court does not approve the Settlement or the Effective Date cannot  
6 occur for any reason, Defendant shall retain all its rights and defenses in the  
7 Litigation. For example, Defendant shall have the right to object to the maintenance  
8 of the Litigation as a class action, to move for summary judgment, and to assert  
9 defenses at trial, and nothing in this Settlement Agreement or other papers or  
10 proceedings related to the Settlement shall be used as evidence or argument by any  
11 Party concerning whether the Litigation may properly be maintained as a class action,  
12 or for any other purpose.

13       76. If more than one thousand (1,000) Settlement Class Members submit  
14 valid opt-out forms, EMC may, at its sole discretion, void the Settlement Agreement.  
15 However, EMC shall pay all costs of Settlement Administration incurred by the  
16 Settlement Administrator up to the date it voids the Settlement.

## 17 **XVI. RELEASE**

18       77. On the Effective Date, Plaintiffs and each and every Settlement Class  
19 Member, excluding Opt-Outs, shall be bound by this Settlement Agreement and shall  
20 have recourse only to the benefits, rights, and remedies provided hereunder. No other  
21 action, demand, suit, arbitration, or other claim or proceeding, regardless of forum,  
22 may be pursued against Released Persons with respect to the Plaintiffs' Released  
23 Claims or the Released Class Claims. Released Claims do not include medical  
24 malpractice, or other bodily injury claims, or claims relating to the enforcement of  
25 the settlement.

26       78. On the Effective Date and in consideration of the promises and  
27 covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have  
28 fully, finally, and forever completely released, relinquished, and discharged the

1 Released Persons from any and all past, present, and future claims, counterclaims,  
2 lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands,  
3 charges, complaints, actions, suits, causes of action, obligations, debts, contracts,  
4 penalties, damages, or liabilities of any nature whatsoever, known, unknown, or  
5 capable of being known, in law or equity, fixed for contingent, accrued or unaccrued  
6 and matured or not matured that were or could have been asserted in the Litigation  
7 (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the  
8 Final Approval Order so that all claims released thereby shall be barred by principles  
9 of res judicata, collateral estoppel, and claim and issue preclusion (the "Plaintiffs'  
10 Released Claims"). The Plaintiffs' Released Claims shall constitute and may be pled  
11 as a complete defense to any proceeding arising from, relating to, or filed in  
12 connection with the Plaintiffs' Released Claims.

13 79. On the Effective Date and in consideration of the promises and  
14 covenants set forth in this Settlement Agreement, each Settlement Class Member will  
15 be deemed to have fully, finally, and forever completely released, relinquished, and  
16 discharged the Released Persons from any and all past, present, and future claims,  
17 counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses,  
18 rights, demands, charges, complaints, actions, suits, causes of action, obligations,  
19 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or  
20 equity, fixed or contingent, accrued or unaccrued and matured or not matured that  
21 were or could have been asserted in the Litigation (the "Settlement Class Release").  
22 The Settlement Class Release shall be included as part of the Final Approval Order  
23 so that all claims released thereby shall be barred by principles of res judicata,  
24 collateral estoppel, and claim and issue preclusion (the "Released Class Claims," and  
25 together with Plaintiffs' Released Claims, the "Release Claims"). The Released Class  
26 Claims shall constitute and may be pled as a complete defense to any proceeding  
27 arising from, relating to, or filed in connection with the Released Class Claims.  
28

1        80. Subject to Court approval, as of the Effective Date, Plaintiffs and all  
2 Settlement Class Members, excluding Opt-Outs, shall be bound by this Settlement  
3 Agreement and the Settlement Class Release

4        81. The Plaintiffs' Released Claims include the release of Unknown Claims.  
5 "Unknown Claims" means any of the Released Claims that either Plaintiff does not  
6 know or suspect to exist in his or her favor at the time of the release of the Released  
7 Persons that, if known by him or her, might have affected his or her settlement with,  
8 and release of, the Released Persons, or might have affected his or her decision not  
9 to object to and/or to participate in the Settlement.

10       82. With respect to any and all Plaintiffs' Released Claims, the Settling  
11 Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall be  
12 deemed to have, and by operation of the Judgment shall have, waived the provisions,  
13 rights, and benefits conferred by California Civil Code § 1542, and also any and all  
14 provisions, rights, and benefits conferred by any law of any state, province, or  
15 territory of the United States which is similar, comparable, or equivalent to California  
16 Civil Code § 1542, which provides:

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

23 Plaintiffs may hereafter discover facts in addition to, or different from, those that  
24 they, and any of them, now know or believe to be true with respect to the subject  
25 matter of the Released Claims, but Plaintiffs expressly shall be deemed to have, and  
26 by operation of the Judgment shall have, upon the Effective Date, fully, finally and  
27 forever settled and released any and all Released Claims. The Parties acknowledge  
28 that the foregoing waiver is a material element of the Settlement Agreement.

1        83. On entry of the Final Approval Order and Final Judgment, the Plaintiffs  
2 and Settlement Class Members shall be enjoined from prosecuting, respectively, the  
3 Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any  
4 forum against any of the Released Persons or based on any actions taken by any  
5 Released Persons authorized or required by this Settlement Agreement or the Court  
6 or an appellate court as part of this Settlement.

7        84. Without in any way limiting the scope of the Plaintiffs' Release or the  
8 Settlement Class Release (the "Releases"), the Releases cover, without limitation,  
9 any and all claims for attorneys' fees, costs or disbursements incurred by Class  
10 Counsel or any other counsel representing Plaintiffs or Settlement Class Members,  
11 or any of them, in connection with or related in any manner to the Litigation, the  
12 Settlement, the administration of such Settlement and/or the Plaintiffs' Released  
13 Claims or the Released Class Claims as well as any and all claims for the Service  
14 Award to Plaintiffs.

15        85. Nothing in the Releases shall preclude any action to enforce the terms  
16 of this Settlement Agreement, including participation in any of the processes detailed  
17 herein. Nor shall the Releases be construed to release claims for medical malpractice  
18 or bodily injury.

19 **XVII. EFFECTIVE DATE**

20        86. The "Effective Date" of this Settlement Agreement shall be the first Day  
21 after the date all of the following conditions have occurred:

22            a. This Settlement Agreement has been fully executed by all Parties  
23 and their counsel;

24            b. Orders have been entered by the Court certifying the Settlement  
25 Class, granting preliminary approval of this Settlement Agreement and approving the  
26 Notice Program and Claim Form, all as provided above;

27            c. The Court-approved E-Mail Notice and Postcard Notice have  
28 been e-mailed and mailed, respectively, other notice required by the Notice Program,



1 if any, has been effectuated, and the Settlement Website has been duly created and  
2 maintained as ordered by the Court;

3 d. The Court has entered a Final Approval Order finally approving  
4 this Settlement Agreement, as provided above; and

5 e. The Final Approval Order and Final Judgment have become  
6 Final, as defined in Paragraph 10(m).

7 **XVIII. MISCELLANEOUS PROVISIONS**

8 87. The recitals and exhibits to this Settlement Agreement are integral parts  
9 of the Settlement and are expressly incorporated and made a part of this Settlement  
10 Agreement.

11 88. This Settlement Agreement is for settlement purposes only. Neither the  
12 fact of nor any provision contained in this Settlement Agreement nor any action taken  
13 hereunder shall constitute or be construed as an admission of the validity of any claim  
14 or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault,  
15 violation of law or liability of any kind on the part of Defendant or any admission by  
16 Defendant of any claim in this Litigation or allegation made in any other proceeding,  
17 including regulatory matters, directly or indirectly involving the allegations asserted  
18 in the Complaint and Litigation. This Settlement Agreement shall not be offered or  
19 be admissible in evidence against the Parties or cited or referred to in any action or  
20 proceeding between the Parties, except in an action or proceeding brought to enforce  
21 its terms. Nothing contained herein is or shall be construed or admissible as an  
22 admission by Defendant that Plaintiffs' claim, or any similar claims, are suitable for  
23 class treatment.

24 89. In the event that there are any developments in the effectuation and  
25 administration of this Settlement Agreement that are not dealt with by the terms of  
26 this Settlement Agreement, then such matters shall be dealt with as agreed upon by  
27 the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall  
28 execute all documents and use their best efforts to perform all acts necessary and

1 proper to promptly effectuate the terms of this Settlement Agreement and to take all  
2 necessary or appropriate actions to obtain judicial approval of this Settlement  
3 Agreement to give this Settlement Agreement full force and effect.

4 90. Cash Compensation payments shall be issued on a *pro rata* basis, such  
5 that the aggregate value of the Cash Compensation payments does not exceed the Net  
6 Settlement Fund. All such determinations regarding the Cash Compensation  
7 payments shall be performed by the Settlement Administrator.

8 91. No person shall have any claim against Plaintiffs, Class Counsel,  
9 Defendant, Defendant's Counsel, or the Released Persons, or any of the foregoing's  
10 agents or representatives based on the administration of the Settlement substantially  
11 in accordance with the terms of the Settlement Agreement or any order of the Court  
12 or appellate court.

13 92. This Settlement Agreement constitutes the entire Settlement Agreement  
14 between and among the Parties with respect to the Settlement of the Litigation. This  
15 Settlement Agreement supersedes all prior negotiations and Settlement Agreements  
16 and may not be modified or amended except by a writing signed by the Parties and  
17 their respective counsel. The Parties acknowledge, stipulate, and agree that no  
18 covenant, obligation, condition, representation, warranty, inducement, negotiation,  
19 or understanding concerning any part of the subject matter of this Settlement  
20 Agreement has been made or relied on except as expressly set forth in this Settlement  
21 Agreement.

22 93. There shall be no waiver of any term or condition in this Settlement  
23 Agreement absent an express writing to that effect by the non-waiving Party. No  
24 waiver of any term or condition in this Settlement Agreement shall be construed as a  
25 waiver of a subsequent breach or failure of the same term or condition, or waiver of  
26 any other term or condition of this Settlement Agreement.

27 94. In the event a third-party, such as a bankruptcy trustee, former spouse,  
28 or other third-party has or claims to have a claim against any payment made to a

1 Settlement Class Member, it is the responsibility of the Settlement Class Member to  
2 transmit the funds to such third-party. Unless otherwise ordered by the Court, the  
3 Parties will have no, and do not agree to any, responsibility for such transmittal.

4 95. This Settlement Agreement shall not be construed more strictly against  
5 one Party than another merely because it may have been prepared by counsel for one  
6 of the Parties, it being recognized that because of the arm's-length negotiations  
7 resulting in this Settlement Agreement, all Parties hereto have contributed  
8 substantially and materially to the preparation of the Settlement Agreement. All  
9 terms, conditions, and exhibits are material and necessary to this Settlement  
10 Agreement and have been relied upon by the Parties in entering into this Settlement  
11 Agreement.

12 96. This Settlement Agreement shall be construed under and governed by  
13 the laws of the State of California without regard to its choice of law provisions.

14 97. For one year or until the administration of the Settlement concludes,  
15 whichever is later, neither Plaintiffs nor Class Counsel shall issue any press release  
16 to any traditional news outlet, including but not limited to print newspapers, online  
17 news websites, and television and radio stations, in connection with the Settlement  
18 Notice Program unless such press release is approved in advance by Defendant,  
19 and/or approved by Court order.

20 98. In the event that one or more of the provisions contained in this  
21 Settlement Agreement shall for any reason be held to be invalid, illegal, or  
22 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not  
23 affect the other provisions of the Settlement Agreement, which shall remain in full  
24 force and effect as though the invalid, illegal, or unenforceable provision(s) had never  
25 been a part of this Settlement Agreement as long as the benefits of this Settlement  
26 Agreement to Defendant or the Settlement Class Members are not materially altered,  
27 positively or negatively, as a result of the invalid, illegal, or unenforceable  
28 provision(s).

1        99. If any Party institutes any legal action or other proceeding against  
2 another Party or Parties to enforce this Agreement or to declare rights and/or  
3 obligations under this Agreement, the prevailing party will be entitled to recover from  
4 the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in  
5 connection with any such action.

6        100. This Settlement Agreement will be binding upon and inure to the benefit  
7 of the successors and assigns of the Parties, Released Persons, and Settlement Class  
8 Members.

9        101. The headings used in this Settlement Agreement are for the convenience  
10 of the reader only and shall not affect the meaning or interpretation of this Settlement  
11 Agreement. In construing this Settlement Agreement, the use of the singular includes  
12 the plural (and vice-versa), and the use of the masculine includes the feminine (and  
13 vice-versa).

14        102. The Parties stipulate to stay all proceedings in the Litigation until the  
15 approval of this Settlement Agreement has been finally determined, except the stay  
16 of proceedings shall not prevent the filing of any motions, affidavits, and other  
17 matters necessary to obtain and preserve judicial approval of this Settlement  
18 Agreement.

19        103. This Settlement Agreement may be executed in one or more  
20 counterparts, each of which shall be deemed an original as against any Party who has  
21 signed it and all of which shall be deemed a single Settlement Agreement.

22        104. Each Party to this Settlement Agreement and the signatories thereto  
23 warrant that he, she, or it is acting upon his, her or its independent judgment and the  
24 advice of his, her, or its counsel and not in reliance upon any warranty or  
25 representation, express or implied, of any nature or kind by any other Party, other  
26 than the warranties and representations expressly made in this Settlement Agreement.



1           105. Each signatory below warrants that he or she has authority to execute  
2 this Settlement Agreement and bind the Party on whose behalf he or she is executing  
3 the Settlement Agreement.

4       Dated: February 18, 2025

**CLARKSON LAW FIRM P.C.**

6       By: 

RYAN J. CLARKSON  
YANA A. HART  
BRYAN P. THOMPSON

10       Dated: February 17, 2025

**ALMEIDA LAW GROUP LLC**

12       By: 

MATTHEW J. LANGLEY

*Attorneys for Plaintiffs and the Proposed  
Class*

17       Dated: February 17, 2025

**PLAINTIFF B.K.**

19         
B.K.

21       Dated: February 17, 2025

**PLAINTIFF N.Z.**

23         
N.Z.

1 Dated: February 18, 2025

BAKER & HOSTETLER LLP

2  
3  
4  
5 By: 

6 PAUL G. KARLSGODT

7 TERESA C. CHOW

8 *Attorneys for Defendant*

9 EISENHOWER MEDICAL CENTER

10 Dated: February 18, 2025

EISENHOWER MEDICAL CENTER

11  
12  
13  
14 By: 

15 MARTIN J. MASSIELLO

16 President and Chief Executive Officer

# **EXHIBIT A**

This Claim Form should be filled out online if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org) between January 1, 2019, and May 3, 2023, and would like to receive a payment from the Settlement. You may receive a payment if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for the payment.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or call 1-\_\_\_\_\_ for more information.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below. This Claim Form must be submitted online at the Settlement Website by **[90 Days from Notice Date]** or mailed to the Settlement Administrator, postmarked no later than **[90 Days from Notice Date]**.

---

## I. CLASS MEMBER NAME, CONTACT, AND ELIGIBILITY INFORMATION

---

Provide below your name, mailing address, 10-digit telephone number, email address associated with your EMC MyChart account or otherwise on record with EMC, and the unique Settlement Class Member Identification Number listed on the settlement notice you received via email or mailed postcard. You may also upload/provide other proof that you are a Settlement Class Member, such as confirmation of online form submission or laboratory appointment scheduling. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address for EMC MyChart Account

Settlement Class Member ID #

---

## II. RELIEF SELECTION

---

Please review the Settlement Notice and Section **VI** of the Settlement Agreement (available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)) for more information on who is eligible for a payment.

**I choose a cash payment of a *pro rata* share of the Net Settlement Fund.**

\_\_\_\_\_ By marking this line, I am requesting cash payment of a *pro rata* share of the Net Settlement Fund.



---

### III. PAYMENT OPTIONS

---

Please select from **one** of the following payment options to receive your cash payment:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

**Mailed Check** – Enter the address where you would like your check to be mailed:

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[City]

\_\_\_\_\_  
[State]

\_\_\_\_\_  
[Zip Code]

---

### IV. SIGN AND DATE YOUR CLAIM FORM

---

I declare under penalty of perjury under the laws of the United States of America and the laws of the State of California that I am a Settlement Class Member and the information submitted on this Claim Form is true and correct to the best of my knowledge.

I understand that my Claim Form may be subject to audit, verification, and Court review, and that I may be asked to timely provide supplemental information by the Settlement Administrator before my claim can be considered complete and valid. I also understand that by submitting this claim, I am releasing all Released Claims, as detailed in the Notice of the Proposed Class Action Settlement.

\_\_\_\_\_  
Your signature

Date: \_\_\_\_\_  
MM DD YYYY

\_\_\_\_\_  
Your name

\_\_\_\_\_  
City and State of Execution

### SUBMIT YOUR CLAIM FORM ONLINE.

This Claim Form must be submitted through the Settlement Website by midnight on [90 days from Notice Date] or mailed to the Settlement Administrator at \_\_\_\_\_, postmarked no later than [90 days from Notice Date].

# **EXHIBIT B**

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Para una notificación en Español, visitar [www.XXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXX.com).*

*A federal court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Eisenhower Medical Center (“EMC” or “Defendant”) relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC’s use of the Meta Pixel on its website (“Meta Pixel Disclosure”). Plaintiffs allege that the information shared to Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs’ allegations in the Lawsuit.
- If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC’s public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org), in the time frame of January 1, 2019, to May 3, 2023, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides payments of *pro rata* shares of a Net Settlement Fund to Settlement Class Members who timely submit valid claims.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b> BY <b>[90 DAYS AFTER NOTICE DATE]</b>	Submitting a valid Claim Form is the only way that you can receive Cash Compensation. You may submit a Claim Form online at the settlement website, or by mail to the Settlement Administrator, postmarked no later than [90 Days after Notice Date]
<b>OBJECT TO THE SETTLEMENT</b> BY <b>[60 DAYS AFTER THE NOTICE DATE]</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b> ON <b>[TBD]</b>	You may ask the Court for permission for you and/or your attorney to speak about your objection at the Final Approval Hearing.

<p><b>OPT OUT OF THE SETTLEMENT</b> BY <b>[60 DAYS AFTER THE NOTICE DATE]</b></p>	Write to the Settlement Administrator to provide notice that you do not wish to receive any payment or benefit from the Settlement or be bound by the Settlement. You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
	<p><b>DO NOTHING</b></p> <p>You will not get any compensation from this Settlement, and you will give rights to be part of any other lawsuit against Defendant about the legal claims in this case. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.</p>

### **Deciding what to do...**

	<b>Submit a Claim</b>	<b>Opt-out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I receive settlement money if I ...</b>	YES	NO	YES	NO
<b>Am I bound by the terms of this lawsuit if I ...</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I ...</b>	NO	YES	NO	NO
<b>Will the class lawyers represent me if I ...</b>	YES	NO	NO	YES

### **Deadlines may be amended, and you should check the Settlement Website periodically for updates at [website].**

*Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.*

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), or call 1- - -.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments for valid, timely claims will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved. No settlement payments will be provided unless the Court approves the Settlement, and it becomes final.



## WHAT THIS NOTICE CONTAINS

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## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Central District of California, ("District Court"). The case is known as *B.K., et al. v. Eisenhower Medical Center*, Case No. 5:23-cv-02092-JGB-DTB (the "Lawsuit"). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, EMC, is called the Defendant.

### **2. What is this lawsuit about?**

The Lawsuit claims that Defendant was responsible for the "Meta Pixel Disclosure," and asserts claims for: 1) violation of the California Confidentiality of Medical Information Act ("CMIA"); (2) violation of the Electronic Communications Privacy Act ("ECPA"); (3) violation of the California Invasion of Privacy Act ("CIPA"); (4) violation of California's Unfair Competition Law ("UCL"); (5) invasion of privacy under the California Constitution (6) intrusion upon seclusion; (7) violation of the California Consumers Legal Remedies Act ("CLRA"); (8) violation of Cal. Penal Code §496(a) and (c); (9) breach of confidence; (10) breach of fiduciary duty; and (11) unjust enrichment. The Lawsuit seeks, among other things, relief for persons alleged to have been injured by the Meta Pixel Disclosure.

Defendant has denied and continues to deny all of the allegations and claim made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

Both sides have agreed to settle the Lawsuit solely to avoid the cost, delay, and uncertainty of litigation.

### **3. What is a class action?**

In a class action, one or more people called "Class Representatives" (in this case, the named Plaintiffs are B.K. and N.Z.) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one Judge resolves the issues for all Class Members, except for those who exclude themselves from the class.

#### **4. Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendant that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and/or other benefit without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

#### **WHO IS INCLUDED IN THE SETTLEMENT?**

#### **5. How do I know if I am part of the Settlement?**

You are part of this Settlement as a Settlement Class Member if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website, [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org), in the time frame of January 1, 2019 to May 3, 2023.

#### **6. Are there exceptions to being included in the Settlement?**

Yes. Specifically excluded from the Settlement Class are: (i) EMC and its affiliates, parents, subsidiaries, officers, and directors; (ii) any person who timely opts out of the Settlement Class, and (iii) the Judge(s) presiding over this matter and the clerks of said Judge(s).

#### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

#### **7. What does the Settlement provide?**

The Settlement will provide payments to Settlement Class Members who timely submit valid claims.

Each Settlement Class Member can make a claim for payment of a *pro rata* share of a Net Settlement Fund (\$875,000.00, minus Plaintiffs' attorneys' fees, costs, and expenses, service awards to the Class Representatives, and Administration Costs). In order to claim a payment, you must provide all information requested in the Claim Form and any additional information requested by the Settlement Administrator.

Any award of attorneys' fees and litigation costs to Class Counsel (not to exceed \$288,750 in fees and \$20,000 in costs) upon Court approval, service awards (up to \$2,500 each for the two Settlement Class Representatives, totaling a maximum of \$5,000), and costs to administer the Settlement will be paid from the Settlement Fund.

## 8. What cash compensation is available?

Each Settlement Class Member may make a claim for payment of a *pro rata* share of a Net Settlement Fund, which is subject to proration. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund (“Cash Compensation”). The total Settlement Fund of \$875,000 will be used to pay (i) any taxes owed by the Settlement Fund, (ii) Settlement Administration Costs; (iii) Service Awards approved by the Court, (iv) Attorneys’ Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members. After these expenses, the amount remaining, or the “Net Settlement Fund” will be prorated and distributed amongst Settlement Class Members that submit a valid, timely Claim Form.

### HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

## 9. How do I get benefits from the Settlement?

To ask for a payment, you must complete and timely submit a Claim Form. Claim Forms are available at [www.XXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXX.com), where you must also submit your Claim Form online no later than **[90 Days from the Notice Date]**. You can also submit your Claim Form by mail, postmarked no later than **[90 Days from the Notice Date]**, to the Settlement Administrator:

### SETTLEMENT ADMINISTRATOR

Eisenhower Medical Center Meta Pixel Disclosure  
Settlement Administrator  
P.O. Box [REDACTED]  
Baton Rouge, LA 70821

## 10. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant and will specify a time within which any such additional information must be provided. If the required information is not provided within the time specified, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section VII of the Settlement Agreement, available at [\[WEBSITE\]](#).



### 11. When will I get my payment?

Payments will be sent to Settlement Class Members who send in Valid Claim Forms on time, in the form of an electronic payment or mailed check. Payments will be issued after the Court grants “final approval” of the Settlement, and after the time for appeals has ended and any appeals have been resolved. The Court will hold a Final Approval Hearing at    : 0 .m. on Month    , 202   , to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

### REMAINING IN THE SETTLEMENT

### 12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a settlement payment of Cash Compensation you must timely submit a valid Claim Form online by **[90 Days from the Notice Date]**.

### 13. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section **XVI** of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Sections **II.10.ii** and **XVI** of the Settlement Agreement. The Settlement Agreement is available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com). The Release is included below:

On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that were or could have been asserted in the Litigation (the “Settlement Class Release”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims,” and together with Plaintiffs’ Released Claims, the “Release Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

Released Claims do not include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.

The Settlement Agreement describes the released claims in more detail with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.

### **THE LAWYERS REPRESENTING YOU**

#### **14. Do I have a lawyer in this case?**

Yes, if you do not opt out of or object to the settlement. The Court appointed Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C., located at 22525 Pacific Coast Highway, Malibu, CA 90265 and Matthew J. Langley of Almeida Law Group LLC, located at 849 W. Webster Ave., Chicago, IL 60614, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **15. How will Class Counsel be paid?**

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed thirty-three percent (33%) of the combined total value of the Settlement Fund, or \$288,750, litigation costs not to exceed \$20,000, and Administration Costs (as defined in the Settlement Agreement). Class Counsel will also request approval of a service award of \$2,500.00 for each of the two Class Representatives (totaling \$5,000). If approved, these amounts, as well as the costs of notice and Settlement Administration, will be taken from the Settlement amount prior to payments made to Settlement Class Members.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

#### **16. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail to the Settlement Administrator a written notice stating that you object to the Settlement in *B.K. and N.Z. et al. v. Eisenhower Medical Center*, Case No. 5:23-cv-02092-JGB-DTB.

Your objection must:

- (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, or confirmation of online form submission or laboratory appointment scheduling, etc.);

- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any;
- (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and
- (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement.

Your objection must be filed with the District Court, and served upon the Settlement Administrator below no later than **Month Day, 202\_ [60 Days from the Notice Date]**.

<b>SETTLEMENT ADMINISTRATOR</b>
Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator P.O. Box [REDACTED] Baton Rouge, LA 70821

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the **[60 Days from the Notice Date]**.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

If you fail to timely file and serve an Objection and notice, if applicable, of your intent to appear at the Final Approval Hearing in person or through counsel, you will not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

### **OPTING OUT OF THE SETTLEMENT**

You can opt out of the Settlement if you do not wish to receive any payment or benefit from the Settlement and be bound by it.

#### **17. How to I opt out of the Settlement?**

To opt out of the settlement, you must individually sign and timely submit written notice of such intent to the Settlement Administrator at P.O. Box \_\_\_\_\_ Baton Rouge, LA 70821. To be effective, the written notice shall:

- (a) be postmarked no later than [60 days from Notice Date];
- (b) state your name, address, and telephone number;
- (c) be physically signed by you, the Settlement Class Member; and
- (d) must contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *B.K. et al. v. Eisenhower Medical Center*, No. 5:23-cv-02092-JGB-DTB (C.D. Cal).”

Any person who submits a valid and timely exclusion request shall not (i) be bound by any orders or Judgment entered in the Lawsuit, (ii) be entitled to relief under the Settlement, or (iii) be entitled to object to any aspect of the Settlement. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

### **THE COURT’S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

#### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at : 0 .m. on Month Day, 202 , in Courtroom 1 on the 2<sup>nd</sup> floor of the United States District Court, located at 3470 Twelfth Street, Riverside, California 92501. The hearing may be moved to a different date or time without additional notice, so please check for updates at [website]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 16). In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Court. The Court will also decide whether to approve fees and reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

#### **19. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal



an approval of the Settlement. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

#### **20. May I speak at the Final Approval Hearing?**

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 16 above. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by **[60 Days from the Notice Date]**.

#### **If You Do Nothing**

#### **21. What happens if I do nothing?**

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release unless you exclude yourself. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

#### **GETTING MORE INFORMATION**

#### **22. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **www.XXXXXXXXXXX.com**, or by writing to the Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator, **P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_**.

#### **23. How do I get more information?**

Go to **www.XXXXXXXXXXX.com**, call 1 **\_\_\_\_\_**, or write to the Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator, **P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_**.

Resource	Contact Information
<b>Settlement Website</b>	www._____.com
<b>Settlement Administrator</b>	P.O. Box _____ Baton Rouge, LA 70821

<b>Your Lawyers</b>	Ryan J. Clarkson Yana Hart Bryan P. Thompson <b>CLARKSON LAW FIRM, P.C.</b> 22525 Pacific Coast Highway Malibu, CA 90265	Matthew J. Langley <b>ALMEIDA LAW GROUP LLC</b> 849 W. Webster Ave. Chicago, IL 60614
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***PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR  
INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.***

***They cannot answer any questions regarding the Settlement or the Lawsuit.***

# EXHIBIT C

SETTLEMENT CLASS MEMBER IDENTIFICATION NUMBER: [INSERT]

### **LEGAL NOTICE**

**If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's website between January 1, 2019 and May 3, 2023, you may be entitled to payment.**

*B.K. and N.Z. v. Eisenhower Medical Center*, Case No. 5:23-cv-02092-JGB-DTB  
U.S. District Court for the Central District of California

*Para una notificación en Español, visitar [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com).*

*A federal court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

**What Is This Notice About?** You have been identified as a potential class member in a class action settlement. A Settlement has been reached in a class action lawsuit (the "Lawsuit") brought against Eisenhower Medical Center ("EMC" or "Defendant"), relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC's use of the Meta Pixel on its website ("Meta Pixel Disclosure"). Plaintiffs allege that the information shared with Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs' allegations in the Lawsuit.

**Am I A Member of the Class?** You are included in this Settlement as a Settlement Class member if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org), in the time frame of January 1, 2019, to May 3, 2023.

**What Does The Settlement Provide?** Contingent upon the Court's approval of the Settlement, a Settlement Class Member who submits a valid and timely Claim may be entitled to a Cash Compensation payment, which would be a *pro rata* share of the Net Settlement Fund.

If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel's attorneys' fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant.

**What Are My Options?** You have three options:

**1. You Can Make a Claim.** Settlement Class Members who wish to receive a Cash Compensation payment must submit a Claim Form by visiting the Settlement Website, [website], and submitting a Claim Form. You may also mail your Claim Form to the Settlement Administrator. The deadline to postmark or submit your claim is [90 days from Notice Date].



**2. You Can Object to the Settlement.** You may also object to any part of this Settlement. Objections must be written and mailed to the Court and the Settlement Administrator, and postmarked no later than **[60 days from Notice Date]**. Your objection must:

- (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class;
- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any;
- (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative; and
- (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement.

**3. You Can "Opt-Out" of the Settlement.** You can exclude yourself ("opt-out") of the Settlement by submitting an exclusion request to the Settlement Administrator that is postmarked no later than **[60 days from Notice Date]**. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case. To be effective, the written notice of your intent to opt-out shall: (a) be postmarked no later than **[60 Days from Notice Date]**; (b) state your name, address, and telephone number of the; (c) be physically signed by you; and (d) contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *B.K. ET AL. V. EISENHOWER MEDICAL CENTER*, No. 5:23-cv-02092-JGB-DTB (C.D. Cal)."

If you submit a valid and timely opt out request, you will not (i) be bound by any orders or Judgment entered in the Lawsuit, (ii) be entitled to relief under the Settlement, or (iii) be entitled to object to any aspect of the Settlement.

Details about how to opt-out, object, and submit your Claim Form are available on the Settlement Website. If you do nothing, you will not get any compensation from this Settlement, and you will give rights to be part of any other lawsuit against Defendant about the legal claims in this case. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.

### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing at **: 0 .m.** on **Month Day, 202**, in Courtroom 1 on the second floor of the U.S. District Court, located at 3470 Twelfth Street, Riverside, California

92501 to approve: (1) the Settlement as fair, reasonable, and adequate; and (2) the application for Plaintiffs' attorneys' fees of up to \$288,750 and litigation costs of up to \$20,000, and payment of up to \$5,000 in total to the two Settlement Class Representatives. Settlement Class Members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION. THEY CANNOT ANSWER ANY QUESTIONS REGARDING THE SETTLEMENT OR THE LAWSUIT.**

**Questions?**

Go to [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), which contains all the important documents, or call

**1- - -**

# **EXHIBIT D**

**IF YOU LOGGED INTO THE EISENHOWER MEDICAL CENTER MYCHART PATIENT PORTAL, SUBMITTED AN ONLINE FORM, OR SCHEDULED A LABORATORY APPOINTMENT ON EISENHOWER MEDICAL CENTER'S PUBLIC WEBSITE BETWEEN JANUARY 1, 2019 AND MAY 3, 2023, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been reached in a class action lawsuit against Eisenhower Medical Center ("EMC" or "Defendant") relating to alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC's use of the Meta Pixel on its website (the "Meta Pixel Disclosure"). Plaintiffs allege information shared with Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for: (1) violation of the California's Confidentiality of Medical Information Act; (2) violation of Electronic Communications Privacy Act; (3) violation of the California Invasion of Privacy Act; (4) violation of California's Unfair Competition Law; (5) invasion of privacy under the California Constitution (6) intrusion upon seclusion; (7) violation of California Consumers Legal Remedies Act; (8) violation of Cal. Penal Code §496(a) and (c); (9) breach of confidence; (10) breach of fiduciary duty; and (11) unjust enrichment. The lawsuit seeks, among other things, relief for persons alleged to have been injured by the Meta Pixel Disclosure. Defendant denies the claims and Plaintiffs' allegations in the lawsuit.

**WHO IS INCLUDED?** If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org) between January 1, 2019, and May 3, 2023, you are included in this Settlement as a "Settlement Class Member."

**SETTLEMENT BENEFITS.** The Settlement also provides payment of *pro rata* shares of a Net Settlement Fund to Settlement Class Members who timely submit valid claims.

**THE ONLY WAY TO RECEIVE A PAYMENT AND/OR OTHER BENEFIT IS TO FILE A CLAIM.** To get a Claim Form, visit the website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), or call 1-XXX-XXX-XXXX. The claim deadline is **Month Day, 202**.

**OTHER OPTIONS.** If you do nothing, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement. You may also object to or opt out of the Settlement by **Month Day, 202**. A more detailed notice is available to explain how to object or opt out of the Settlement. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month Day, 202**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees not to exceed thirty-three percent (33%) of the total value of the Settlement Fund, costs and expenses up to \$20,000, Administration Costs, and a service award of \$2,500 for each of the two Class Representatives. The Motion for attorneys' fees will be posted on the website below after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

[www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

1-XXX-XXX-XXXX



# EXHIBIT E

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

B.K., and N.Z., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL  
CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information**

Date: [REDACTED], 2025

Time: 9:00 AM

Location: Courtroom1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1 WHEREAS, the above-entitled action is pending before this Court (the  
2 “Action”);

3 WHEREAS, Plaintiffs B.K. and N.Z. (“Plaintiffs”) and Defendant Eisenhower  
4 Medical Center (“Defendant”) (collectively, the “Parties”) have reached a proposed  
5 settlement and compromise of the disputes between them in the above Action as set  
6 forth in the Settlement Agreement dated February 17, 2025 (attached hereto as  
7 **Exhibit 1**) and the settlement contemplated thereby (the “Settlement”);

8 WHEREAS, Plaintiffs have applied to the Court for preliminary approval of  
9 the Settlement;

10 AND NOW, the Court, having read and considered the Settlement Agreement  
11 and accompanying documents, as well as the Motion for Preliminary Approval of  
12 Class Action Settlement and supporting papers, and all capitalized terms used herein  
13 having the meaning defined in the Settlement, IT IS HEREBY ORDERED AS  
14 FOLLOWS:

15 1. Settlement Terms. The Court, for purposes of this Preliminary Approval  
16 Order, adopts all defined terms as set forth in the Settlement.

17 2. Jurisdiction. The Court has jurisdiction over the subject matter of the  
18 Action and over all parties to the Action, including all members of the Settlement  
19 Class.

20 3. Preliminary Approval of Proposed Settlement Agreement. Subject to  
21 further consideration by the Court at the time of the Final Approval Hearing, the  
22 Court preliminarily approves the Settlement as fair, reasonable, and adequate to the  
23 Settlement Class, as falling within the range of possible final approval, and as  
24 meriting submission to the Settlement Class for its consideration. The Court also  
25 finds the Settlement Agreement: (a) is the result of serious, informed, non-collusive,  
26 arms-length negotiations, involving experienced counsel familiar with the legal and  
27 factual issues of this case and guided in part by the Parties’ private mediation with  
28 Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services, and (b)

1 appears to meet all applicable requirements of law, including Fed. R. Civ. P. 23.  
2 Therefore, the Court grants preliminary approval of the Settlement.

3 4. Class Certification for Settlement Purposes Only. For purposes of the  
4 Settlement only, the Court conditionally certifies the Settlement Class, as described  
5 below:

6 All identifiable individuals who logged into the EMC MyChart patient portal,  
7 and/or submitted an online form and/or scheduled a laboratory appointment on  
8 EMC's public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org), in the time frame of  
9 January 1, 2019, to May 3, 2023.

10 Excluded from the Settlement Class are: (1) the presiding judges in this Action; (2)  
11 any clerks of said judges; (3) Defendant; (4) any of Defendant's affiliates, parents,  
12 subsidiaries, officers, and directors; (5) counsel for the Parties; and (6) any persons  
13 who timely opt-out of the Settlement Class.

14 5. The Court preliminarily finds, solely for purposes of considering this  
15 Settlement, with respect to the monetary relief portions of the Settlement Agreement  
16 (i.e., all of the Settlement Agreement except the provisions in section V thereof), that:  
17 (a) the number of Settlement Class members is so numerous that joinder of all  
18 members thereof is impracticable; (b) there are questions of law and fact common to  
19 the Settlement Class; (c) the claims of the named representatives are typical of the  
20 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and  
21 adequately represent the interests of the Settlement Class; (e) the questions of law  
22 and fact common to the Settlement Class predominate over any questions affecting  
23 only individual members of the Settlement Class; and (f) a class action is superior to  
24 other available methods for the fair and efficient adjudication of the controversy.

25 6. The Court preliminarily finds, solely for purposes of considering this  
26 Settlement, with respect to the non-monetary equitable relief portions of the  
27 Settlement Agreement specified in section V thereof, that: (a) the number of  
28 Settlement Class Members is so numerous that joinder of all members thereof is



1 impracticable; (b) there are questions of law and fact common to the Settlement  
2 Class; (c) the claims of the named representatives are typical of the claims of the  
3 Settlement Class they seek to represent; (d) the Plaintiffs will fairly and adequately  
4 represent the interests of the Settlement Class; (e) the Defendant allegedly has acted  
5 or refused to act on grounds generally applicable to the class, thereby making  
6 appropriate final injunctive relief or corresponding declaratory relief with respect to  
7 the class as a whole if the Settlement Agreement receives final approval.

8 7. Class Representatives. The Court orders that B.K. and N.Z. are  
9 appointed as the Representative Plaintiffs.

10 8. Class Counsel. The Court also orders that Clarkson Law Firm, P.C. and  
11 Almeida Law Group, LLC are appointed as Class Counsel. The Court preliminarily  
12 finds that the Representative Plaintiffs and Class Counsel fairly and adequately  
13 represent and protect the interests of the absent Settlement Class members in  
14 accordance with Fed. R. Civ. P. 23.

15 9. Class Notice. The Court finds that the Settlement as set forth in the  
16 Settlement Agreement falls within the range of reasonableness and warrants  
17 providing notice of such Settlement to the members of the Settlement Class and  
18 accordingly, the Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily  
19 approves the Settlement upon the terms and conditions set forth in the Settlement  
20 Agreement. The Court approves, as to form and content, the notices and claim form  
21 substantially in the form attached to the Settlement Agreement. Non-material  
22 modifications to the notices and claim form may be made by the Settlement  
23 Administrator without further order of the Court, so long as they are approved by the  
24 Parties and consistent in all material respects with the Settlement Agreement and this  
25 Order.

26 10. The Court finds that the plan for providing notice to the Settlement Class  
27 (the “Notice Program”) described in the Settlement Agreement constitutes the best  
28 notice practicable under the circumstances and constitutes due and sufficient notice

1 to the Settlement Class of the terms of the Settlement Agreement and the Final  
2 Approval Hearing and complies fully with the requirements of the Federal Rules of  
3 Civil Procedure, the United States Constitution, and any other applicable law. The  
4 Court directs that the Notice Program will commence no later than thirty (30) days  
5 from the date of this Preliminary Approval Order (the “Settlement Notice Date”).

6 11. The Court further finds that the Notice Program adequately informs  
7 members of the Settlement Class of their right to exclude themselves from the  
8 Settlement Class so as not to be bound by the terms of the Settlement Agreement.  
9 Any member of the Class who desires to be excluded from the Settlement Class, and  
10 therefore not bound by the terms of the Settlement Agreement, must submit a timely  
11 and valid written notice of intent to opt out pursuant to the instructions set forth in  
12 the Class Notice.

13 12. Settlement Administrator. The Court appoints EAG Gulf Coast, LLC as  
14 the Settlement Administrator. EAG Gulf Coast, LLC shall be required to perform all  
15 duties of the Settlement Administrator as set forth in the Settlement Agreement and  
16 this Order. The Settlement Administrator shall post the Long Form Notice on the  
17 Settlement Website.

18 13. Objection and “Opt-Out” Deadline. Settlement Class Members who  
19 wish to object to the Settlement or to exclude themselves from the Settlement must  
20 do so by the Objection Deadline and Opt-Out Deadline, which is  
21                     , 2025 [60 days from the Settlement Notice Date]. If a  
22 Settlement Class member submits both a notice of intent to opt out and an Objection,  
23 the Settlement Class member will be deemed to have opted out of the Settlement, and  
24 thus to be ineligible to object. However, any objecting Settlement Class Member who  
25 has not timely submitted a notice of intent to opt out will be bound by the terms of  
26 the Agreement upon the Court’s final approval of the Settlement.

27 14. Exclusion from the Settlement Class. Settlement Class members who  
28 wish to opt out of and be excluded from the Settlement must following the directions

1 in the Class Notice and submit a notice of intent to opt out to the Settlement  
2 Administrator, postmarked no later than the Opt-Out Deadline, which is  
3 \_\_\_\_\_, 2025 [60 days from the date of the Settlement Notice Date].

4 The notice of intent to opt out must be personally completed and submitted by the  
5 Settlement Class member or his or her attorney. One person may not opt out someone  
6 else and so-called “class” opt-outs shall not be permitted or recognized. The  
7 Settlement Administrator shall periodically notify Class Counsel and Defendant’s  
8 counsel of any notices of intention to opt out.

9 15. All Settlement Class members who submit a timely, valid notice of  
10 intent to opt out will be excluded from the Settlement Class and will not be bound by  
11 the terms of the Settlement Agreement, shall not be bound by the release of any  
12 claims pursuant to the Settlement Agreement or any judgment, and shall not be  
13 entitled to object to the Settlement Agreement or appear at the Final Approval  
14 Hearing. All Settlement Class Members who do not submit a timely, valid notice of  
15 intent to opt out will be bound by the Settlement Agreement and the Judgment,  
16 including the release of any claims pursuant to the Settlement Agreement.

17 16. Objections to the Settlement. Any objection to the Settlement must be  
18 in writing, filed with the Court, and served on the Settlement Administrator on or  
19 before the Objection Deadline, which is \_\_\_\_\_, 2025 [60 days from  
20 the Settlement Notice Date]. Any objection regarding or related to the Settlement  
21 must (i) set forth the Settlement Class Member’s full name, current address, telephone  
22 number, and email address; (ii) contain the Settlement Class Member’s original  
23 signature; (iii) contain proof that the Settlement Class Member is a member of the  
24 Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class  
25 Member objects to the Settlement, in whole or in part; (v) set forth a statement of the  
26 legal and factual basis for the Objection; (vi) provide copies of any documents that  
27 the Settlement Class Member wishes to submit in support of his/her position; (vii)  
28 identify all counsel representing the Settlement Class Member, if any; (viii) contain

1 the signature of the Settlement Class Member's duly authorized attorney or other duly  
2 authorized representative; and (ix) contain a list, including case name, court, and  
3 docket number, of all other cases in which the objector and/or the objector's counsel  
4 has filed an objection to any proposed class action settlement.

5 17. Objecting Settlement Class Members may appear at the Final Approval  
6 Hearing and be heard. If an objecting Settlement Class Member chooses to appear at  
7 the Final Approval Hearing, a notice of intention to appear must be filed with the  
8 Court or postmarked no later than the Objection Deadline.

9 18. Any Settlement Class Member who does not make a valid written  
10 objection as set forth by the Settlement shall be deemed to have waived such  
11 objection and forever shall be foreclosed from making any objection to the fairness  
12 or adequacy of or from seeking review by any means, including an appeal, of the  
13 Settlement or the Settlement Agreement terms.

14 19. Submission of Claims. To receive a Claim Payment, the Settlement  
15 Class Members must follow the directions in the Notice and file a claim with the  
16 Settlement Administrator by the Claims Deadlines, which is which is  
17                     , 2025 [90 days from the Settlement Notice Date]. Settlement Class  
18 Members who do not submit a valid claim will not receive a Claim Payment and will  
19 be bound by the Settlement.

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20. Schedule of Events. The following events shall take place as indicated in the chart below:

EVENT	DATE
Settlement Notice Date (the date Settlement Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Claims Deadline (submission deadline for Claims)	90 calendar days after the Notice Date
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit notice of intent to opt out)	60 calendar days after the Notice Date
Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 court days prior to the Objection / Exclusion Deadline
Motion for Final Approval	14 court days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 130 days after the issuance of the Preliminary Approval Order

21. Authority to Extend. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.



22. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

23. Notice to appropriate federal and state officials. The Settlement Administrator shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and counsel for Defendant shall cooperate in the drafting of such notices and shall provide the Settlement Administrator with any and all information in their possession necessary for the preparation of these notices.

24. Final Approval Hearing. The Court shall conduct a Final Approval Hearing to determine final approval of the Agreement on [REDACTED] at [REDACTED] [am/pm] [a date no earlier than 130 days after the Preliminary Approval Order]. At the Final Approval Hearing, the Court shall address whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order and Judgment should be entered; and whether Class Counsel's application for attorneys' fees, costs, expenses and service award should be approved. Consideration of any application for an award of attorneys' fees, costs, expenses and service award shall be separate from consideration of whether or not the proposed Settlement should be approved, and from each other. The Court will not decide the amount of any service award or Class Counsel's attorneys' fees until the Final Approval Hearing. The Final Approval Hearing may be adjourned or continued without further notice to the Class.

25. In the Event of Non-Approval. In the event that the proposed Settlement is not approved by the Court, the Effective Date does not occur, or the Settlement

1 Agreement becomes null and void pursuant to its terms, this Order and all orders  
2 entered in connection therewith shall become null and void, shall be of no further  
3 force and effect, and shall not be used or referred to for any purposes whatsoever in  
4 this civil action or in any other case or controversy before this or any other Court,  
5 administrative agency, arbitration forum, or other tribunal; in such event the  
6 Settlement and all negotiations and proceedings directly related thereto shall be  
7 deemed to be without prejudice to the rights of any and all of the Parties, who shall  
8 be restored to their respective positions as of the date and time immediately preceding  
9 the execution of the Settlement.

10 26. Stay of Proceedings. With the exception of such proceedings as are  
11 necessary to implement, effectuate, and grant final approval to the terms of the  
12 Settlement Agreement, all proceedings are stayed in this Action and all Settlement  
13 Class members are enjoined from commencing or continuing any action or  
14 proceeding in any court or tribunal asserting any claims encompassed by the  
15 Settlement Agreement, unless the Settlement Class member timely files a valid notice  
16 of intent to opt out as set forth in the Settlement Agreement.

17 27. No Admission of Liability. By entering this Order, the Court does not  
18 make any determination as to the merits of this case. Preliminary approval of the  
19 Settlement Agreement is not a finding or admission of liability by Defendant.  
20 Furthermore, the Settlement Agreement and any and all negotiations, documents, and  
21 discussions associated with it will not be deemed or construed to be an admission or  
22 evidence of any violation of any statute, law, rule, regulation, or principle of common  
23 law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of  
24 the claims. Evidence relating to the Settlement Agreement will not be discoverable  
25 or used, directly or indirectly, in any way, whether in this Action or in any other  
26 action or proceeding before this or any other Court, administrative agency, arbitration  
27 forum, or other tribunal, except for purposes of demonstrating, describing,  
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1 implementing, or enforcing the terms and conditions of the Agreement, this Order,  
2 the Final Approval Order, and the Judgment.

3 28. Retention of Jurisdiction. The Court retains jurisdiction over this Action  
4 to consider all further matters arising out of or connected with the Settlement  
5 Agreement and the settlement described therein.

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7 **IT IS SO ORDERED.**

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10 Dated: \_\_\_\_\_

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12 HONORABLE JESUS G. BERNAL  
13 UNITED STATES DISTRICT  
14 JUDGE  
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# EXHIBIT F

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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

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11 B.K., and N.Z., individually and on  
12 behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 EISENHOWER MEDICAL CENTER,

16 Defendant.  
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Case No.: 5:23-cv-02092-JGB-DTB

**[PROPOSED] ORDER  
GRANTING FINAL APPROVAL  
OF CLASS ACTION  
SETTLEMENT**

**Hearing Information**

Date: [REDACTED], 2025

Time: 9:00 a.m.

Location: Courtroom 1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024



1 WHEREAS, Plaintiffs' Motion for Final Approval of Class Action Settlement  
2 came on for hearing before this Court on [REDACTED], 2025, with Class Counsel  
3 Clarkson Law Firm, P.C. and Almeida Law Group LLC ("**Class Counsel**") appearing  
4 on behalf of Plaintiffs B.K. and N.Z ("**Settlement Class Representatives**" or  
5 "**Plaintiffs**"), and Baker & Hostetler LLP appearing on behalf of Eisenhower Medical  
6 Center ("**Defendant**") (collectively, the "**Parties**");

7 WHEREAS, on April 22, 2024, Settlement Class Representatives B.K. and N.Z  
8 filed their operative complaint in *B.K. et. al., v. Eisenhower Medical Center*, Case No.  
9 5:23-cv-02092-JGB-DTB;

10 WHEREAS, Plaintiffs allege that Defendant systematically violated the medical  
11 privacy rights of its patients by exposing their highly sensitive personal information  
12 without knowledge or consent to Meta Platform Inc. d/b/a Facebook ("**Meta**" or  
13 "**Facebook**") and Google, via tracking and collection tools surreptitiously enabled on  
14 Defendant's website(s);

15 WHEREAS, Defendant denies Plaintiffs' claims, the material allegations of  
16 Plaintiffs' complaint, and that it is liable to Plaintiffs and the Settlement Class in any  
17 manner or amount whatsoever;

18 WHEREAS, the Parties have submitted their Settlement, as set forth in the  
19 Settlement Agreement dated February 17, 2025 (attached hereto as **Exhibit 1**), which  
20 this Court preliminarily approved on [REDACTED] (the "**Preliminary Approval**  
21 **Order**");

22 WHEREAS, the Preliminary Approval Order established a Claims Period  
23 concluding on [REDACTED];

24 WHEREAS, the Preliminary Approval Order established an Opt-Out Deadline  
25 and Objection Deadline of [REDACTED];

26 WHEREAS, in accordance with the Preliminary Approval Order, Class Members  
27 have been given notice of the terms of the Settlement and the opportunity to object to  
28 or exclude themselves from its provisions;



4. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court finds as to the Settlement Class with respect to all aspects of the Settlement Agreement except the provisions of section V thereof that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class;
- d. The Settlement Class Representatives B.K. and N.Z., have fairly and adequately protected the interests of the Settlement Class and are, therefore, appointed as Settlement Class Representatives;
- e. Clarkson Law Firm, P.C. and Almeida Law Group LLC have fairly and adequately protected the interests of the Settlement Class and are qualified to represent the Settlement Class and are, therefore, appointed as Class Counsel;
- f. The questions of law and fact common to the Settlement Class predominate over the questions affecting only individual members; and
- g. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy

5. Pursuant to the Settlement Agreement, and for settlement purposes only, for purposes of the non-monetary relief specified in section V of the Settlement Agreement, the Court further finds as to the Settlement Class that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(2) have been satisfied in that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;

- c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class;
- d. The Settlement Class Representatives B.K. and N.Z., and Class Counsel have fairly and adequately protected the interests of the Settlement Class;
- e. Defendant has acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief with respect to the Settlement Class as a whole.

6. Adequate Representation. The Court orders that Settlement Class Representatives B.K. and N.Z. are appointed as the Settlement Class Representatives. The Court also orders that Ryan J. Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm, P.C., and Matthew J. Langley of Almeida Law Group LLC are appointed as Class Counsel. The Court finds that the Settlement Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members in accordance with Fed. R. Civ. P. 23.

7. Arms-Length Negotiations. The Court finds that the proposed Settlement is fair, reasonable, and adequate based on the value of the Settlement, and the relative risks and benefits of further litigation. The Settlement was arrived at after sufficient investigation and discovery and was based on arms-length negotiations, including a full day mediation.

8. Settlement Class Notice. The Court directed that notice be given to Settlement Class Members by e-mail, mail, and/or other means pursuant to the Notice Program proposed by the Parties in the Settlement and approved by the Court. The declaration from Settlement Administrator EAG Gulf Coast, LLC attesting to the dissemination of notice to the Settlement Class demonstrates compliance with this Court's Order Granting Preliminary Approval of Class Settlement. The Notice Program set forth in the Settlement successfully advised Settlement Class members of the terms of the Settlement, the Final Approval Hearing, and their right to appear at such hearing;



1 their rights to remain in or opt out of the Settlement Class and to object to the  
2 Settlement; the procedures for exercising such rights; and the binding effect of the  
3 Judgment herein.

4 9. The Court finds that distribution of the Class Notice constituted the best  
5 notice practicable under the circumstances, and constituted valid, due, and sufficient  
6 notice to all members of the Settlement Class. The Court finds that such notice complies  
7 fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States,  
8 and any other applicable laws. The Class Notice informed the Settlement Class of: (1)  
9 the terms of the Settlement; (2) their right to submit objections, if any, and to appear in  
10 person or by counsel at the final approval hearing and to be heard regarding approval  
11 of the Settlement; (3) their right to request exclusion from the Settlement Class and the  
12 Settlement; and (4) the location and date set for the final approval hearing. Adequate  
13 periods of time were provided by each of these procedures.

14 10. The Court finds and determines that the Notice Program carried out by  
15 EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and  
16 provides the basis for the Court to make an informed decision regarding approval of the  
17 Settlement based on the responses of the Settlement Class members. The Court finds  
18 and determines that the Class Notice was the best notice practicable, and has satisfied  
19 the requirements of law and due process.

20 11. Settlement Class Response. A total of [REDACTED] Settlement Class Members  
21 submitted Approved Claims, and there have been [REDACTED] Objections to the Settlement  
22 (defined below) and [REDACTED] Requests for Exclusion.

23 a. [After careful consideration, the Court hereby overrules Objector X's  
24 Objection for the reasons stated on the record.]/[No Objections were  
25 received to the Settlement. This positive reaction by the Settlement Class  
26 demonstrates the strength of the Settlement.]

27 b. [The Court also hereby orders that each of the individuals appearing on the  
28 list annexed hereto as Exhibit A who submitted valid Requests for



Exclusion are excluded from the Settlement Class. Those individuals will not be bound by the Settlement Agreement, and neither will they be entitled to any of its benefits.]/[No Settlement Class members opted out of the Settlement. This positive reaction by the Settlement Class demonstrates the strength of the Settlement.]

12. Final Settlement Approval. The Court hereby finally approves the Settlement Agreement, the exhibits, and the Settlement contemplated thereby, including but not limited to all releases contained within the Settlement Agreement, and finds that the terms constituted, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class members in accordance with Fed. R. Civ. P. 23 and direct consummation pursuant to its terms and conditions.

13. The Court finds that the Settlement Agreement provides meaningful monetary benefits to the Settlement Class as follows: Defendant agreed to provide cash benefits from a gross Settlement Fund of \$875,000 (eight hundred seventy-five thousand dollars).

14. The Court finds that the Settlement Agreement also provides meaningful equitable relief to the Settlement Class as follows:

Defendant shall create and maintain a Web Governance Committee to assess the implementation and use of analytics and advertising technologies on the Website to evaluate whether such use is consistent with Defendant's mission and applicable law. While continuing to deny liability, Defendant agrees that for two (2) years following final approval of the Settlement, Defendant shall not use the Meta Pixel or Google Analytics source code on its Website unless the Web Governance Committee makes the requisite determination under 45 CFR § 164.514(b)(1) and Defendant makes an affirmative disclosure posted on the webpage(s) on its Website that the tool(s) is/are being used on the Website, by name. ("Equitable Relief")

15. The Court finds that the Settlement is fair when compared to the strength of Plaintiffs' case, Defendant's defenses, the risks involved in further litigation and maintaining class status throughout the litigation, and the amount offered in settlement.

16. The Court finds that the Parties conducted extensive investigation and research, and that their attorneys were able to reasonably evaluate their respective positions.

17. The Court finds that Class Counsel has extensive experience acting as counsel in complex class action cases and their view on the reasonableness of the Settlement was therefore given its due weight.

18. The Court hereby grants final approval to and orders the payment of those amounts to be made to the Settlement Class Members in accordance with the terms of the Settlement Agreement. The Court finds and determines that the Cash Compensation Payments to be paid to each Settlement Class Member as provided for by the Settlement are fair and reasonable.

19. The Court further finds that the Settlement Class's reaction to the Settlement weighs in favor of granting Final Approval of the Settlement.

20. The Settlement Agreement is not an admission of liability by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

21. Based upon claims received as of the date of this Order, the Parties expect approximately \$ [redacted] of the gross settlement fund to be available for *cy pres* distribution to appropriate charitable organizations identified by the parties and approved by the Court. The Court hereby approves awards of [insert details of *cy pres* awards]. The Parties may adjust these awards upwards or downwards as necessary to fully exhaust (but not exceed) the amounts available for distribution after payment of all other settlement expenses, without further Order of the Court.

1           22.   Attorneys' Fees and Costs; Service Awards. The Court approves payment  
2 of attorneys' fees to Class Counsel in the amount of \$ [REDACTED] plus their costs of  
3 \$ [REDACTED]. This amount shall be paid from the Settlement Fund in accordance  
4 with the terms of the Settlement Agreement. The Court, having considered the materials  
5 submitted by Class Counsel in support of final approval of the Settlement and their  
6 request for attorneys' fees and costs, finds the award of attorneys' fees and costs fair,  
7 adequate, and reasonable, and the Court notes that the class notice specifically and  
8 clearly advised the class that Class Counsel would seek the award.

9           23.   In making this award of attorneys' fees and costs, the Court has further  
10 considered and found that:

- 11           a. The Settlement Agreement created a Total Settlement Fund of \$875,000.00  
12           in cash for the benefit of the Settlement Class pursuant to the terms of the  
13           Settlement Agreement;
- 14           b. Defendants will implement the Equitable Relief set forth in Paragraph 14  
15           above;
- 16           c. Settlement Class Members who submitted valid claims will obtain a  
17           monetary benefit from of the efforts of the Class Counsel and the  
18           Settlement Class Representatives;
- 19           d. The fee sought by the Class Counsel is fair and reasonable and based on  
20           the fees incurred by Class Counsel;
- 21           e. Class Counsel have prosecuted the action with skill, perseverance, and  
22           diligence, as reflected by the Settlement Fund, and the positive reaction to  
23           the Settlement Agreement by the Settlement Class;
- 24           f. This Action involved complex factual and legal issues that were  
25           extensively researched and developed by the Class Counsel;
- 26           g. Class Counsel's rates are fair, reasonable, and consistent with rates  
27           accepted within this jurisdiction for complex consumer class action  
28           litigation;

h. Had the Settlement not been achieved, a significant risk existed that Plaintiffs and the Settlement Class Members may have recovered significantly less or nothing from Defendant; and

i. The amount of attorneys' fees awarded and expenses reimbursed are appropriate to the specific circumstances of this action.

24. Defendant shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Class Representative or Settlement Class Member in connection with the Action beyond those expressly provided in the Settlement Agreement.

25. The attorneys' fees and costs set forth in this Order shall be paid and distributed in accordance with the terms of the Settlement Agreement.

26. The Court approves the Service Award payments of \$ [REDACTED] to each Settlement Class Representative, B.K. and N.Z., and finds such amounts to be reasonable in light of the services performed by Plaintiffs for the class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. This Service Award is justified by: (1) the risks the Settlement Class Representatives faced in bringing this lawsuit, financial and otherwise; (2) the amount of time and effort spent on this action by the Settlement Class Representatives; and (3) the benefits the Settlement Class Representatives helped obtain for the Settlement Class Members under the Settlement.

27. The Court finds that the Settlement Administrator, EAG Gulf Coast, LLC, is entitled to recover costs from the Settlement Fund in the amount of \$ [REDACTED] for settlement administration.

28. Dismissal. The Action is hereby DISMISSED WITH PREJUDICE, on the merits, by Plaintiffs and all Settlement Class Members as against Defendant on the terms and conditions set forth in the Settlement Agreement without costs to any party, except as expressly provided for in the Settlement Agreement.



1       29. Release. Upon the Effective Date as defined in the Settlement Agreement,  
2 the Settlement Class Members shall be deemed to have, and by operation of the  
3 Judgment herein shall have, unconditionally, fully, and finally released and forever  
4 discharged the Released Persons from all Released Claims.

5       30. Injunction Against Released Claims. Each and every Settlement Class  
6 Member shall be enjoined from prosecuting, respectively, the Plaintiffs' Released  
7 Claims and the Released Class Claims, in any proceeding in any forum against any of  
8 the Released Persons or based on any actions taken by any Released Persons authorized  
9 or required by this Settlement Agreement or the Court or an appellate court as part of  
10 this Settlement.

11       31. No Admission of Liability. The Settlement Agreement and any and all  
12 negotiations, documents, discussions and actions associated with it will not be deemed  
13 or construed to be an admission or evidence of any violation of any statute, law, rule,  
14 regulation, or principle of common law or equity, or of any liability, wrongdoing or  
15 omission by Defendant, or the truth of any of the claims before any court, administrative  
16 agency, arbitral forum or other tribunal. Evidence relating to the Agreement will not be  
17 discoverable or admissible, directly or indirectly, in any way, whether in this Action or  
18 in any other action or proceeding before any court, administrative agency, arbitral forum  
19 or other tribunal, except for purposes of demonstrating, describing, implementing, or  
20 enforcing the terms and conditions of the Agreement, the Preliminary Approval Order,  
21 or this Order.

22       32. Findings for Purposes of Settlement Only. The findings and rulings in this  
23 Order are made for the purposes of settlement only and may not be cited or otherwise  
24 used to support the certification of any contested class or subclass in any other action.

25       33. Effect of Termination or Reversal. If for any reason the Settlement  
26 terminates or Final Approval is reversed or vacated, the Settlement and all proceedings  
27 in connection with the Settlement will be without prejudice to the right of Defendant or  
28 the Settlement Class Representatives to assert any right or position that could have been



1 asserted if the Agreement had never been reached or proposed to the Court, except  
2 insofar as the Agreement expressly provides to the contrary. In such an event, the  
3 certification of the Settlement Class will be deemed vacated. The certification of the  
4 Settlement Class for settlement purposes will not be considered as a factor in connection  
5 with any subsequent class certification issues.

6       34. Settlement as Defense. In the event that any provision of the Settlement or  
7 this Final Order is asserted by Defendant as a defense in whole or in part to any claim,  
8 or otherwise asserted (including, without limitation, as a basis for a stay) in any other  
9 suit, action, or proceeding brought by a Settlement Class Member or any person actually  
10 or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or  
11 other proceeding shall be immediately stayed and enjoined until this Court or the court  
12 or tribunal in which the claim is pending has determined any issues related to such  
13 defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the  
14 fullest extent they may effectively do so under applicable law, the Parties irrevocably  
15 waive and agree not to assert, by way of motion, as a defense or otherwise, any claim  
16 or objection that they are not subject to the jurisdiction of this Court, or that this Court  
17 is, in any way, an improper venue or an inconvenient forum. These provisions are  
18 necessary to protect the Settlement Agreement, this Order and this Court's authority to  
19 effectuate the Settlement and are ordered in aid of this Court's jurisdiction and to protect  
20 its judgment.

21       35. Retention of Jurisdiction. Without affecting the finality of the Judgment  
22 and Order in any way, the Court retains jurisdiction of all matters relating to the  
23 interpretation, administration, implementation, effectuation and enforcement of this  
24 Order and the Settlement.

25       36. Nothing in this Order shall preclude any action before this Court to enforce  
26 the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order,  
27 including the requirement that Defendant make payments to participating Settlement  
28 Class Members in accordance with the Settlement.

1        37. The Parties and the Settlement Administrator will comply with all  
2 obligations under the Settlement Agreement until the Settlement is fully and finally  
3 administered.

4        38. The Parties shall bear their own costs and attorneys' fees except as  
5 otherwise provided by the Settlement Agreement and this Court.

6        39. Entry of Judgment. The Court finds, pursuant to Rules 54(a) and (b) of the  
7 Federal Rules of Civil Procedure, that Final Judgment ("Judgment") should be entered  
8 and that there is no just reason for delay in the entry of the Judgment, as Final Judgment,  
9 as to Plaintiffs, the Settlement Class Members, and Defendant.

10  
11        **IT IS SO ORDERED.**

12  
13 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. JESUS G. BERNAL  
UNITED STATES DISTRICT JUDGE

1  
2  
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4  
5  
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7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 B.K., and N.Z., individually and on  
11 behalf of all others similarly situated,

12  
13 Plaintiffs,

14 v.

15 EISENHOWER MEDICAL CENTER,

16  
17 Defendant.

Case No.: 5:23-cv-02092-JGB-DTB

**[PROPOSED] FINAL  
JUDGMENT**

**Hearing Information**

Date: [REDACTED], 2025

Time: 9:00 a.m.

Location: Courtroom 1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1 **[PROPOSED] FINAL JUDGMENT**

2 For the reasons set forth in this Court's Final Approval Order, in the above-  
3 captioned matter as to the following class of persons:

4  
5 All identifiable individuals who logged into the EMC MyChart patient  
6 portal, and/or submitted an online form and/or scheduled a laboratory  
7 appointment on EMC's public website www.eisenhowerhealth.org, in  
8 the time frame of January 1, 2019, to May 3, 2023.

9  
10 Excluded from the Settlement Class are: (1) the presiding judges in this Action; (2) any  
11 clerks of said judges; (3) Defendant; (4) any of Defendant's affiliates, parents,  
12 subsidiaries, officers, and directors; and (5) any persons who timely opt-out of the  
13 Settlement Class.

14 **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil  
15 Procedure 58, as to the above-specified class of persons and entities, Plaintiffs B.K. and  
16 N.Z. (collectively "Plaintiffs" or "Settlement Class Representatives") and Defendant  
17 Eisenhower Medical Center ("Defendant") on the terms and conditions of the Class  
18 Action Settlement Agreement (the "Settlement Agreement") approved by the Court's  
19 Final Approval Order, dated [REDACTED].

20 1. The Court, for purposes of this Final Judgment, adopts the terms and  
21 definitions set forth in the Settlement Agreement incorporated into the Final Approval  
22 Order.

23 2. All Released Claims of the Settlement Class Members are hereby released  
24 as against Defendant and the Released Persons, as defined in the Settlement Agreement.

25 3. The claims of Plaintiffs and the Settlement Class Members are dismissed  
26 with prejudice in accordance with the Court's Final Approval Order.

27 4. The Parties shall bear their own costs and attorneys' fees, except as set  
28 forth in the Final Approval Order.

5. This Judgment adopts and incorporates the reasonable attorneys' fees, costs, and service awards as set forth in the Final Approval Order.

6. This document constitutes a final judgment and separate document for purposes of Federal Rule of Civil Procedure 58(a).

7. The Court finds, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, that this Final Judgment should be entered and that there is no just reason for delay in the entry of this Final Judgment as to Plaintiffs, the Settlement Class Members, and Defendant. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

**IT IS SO ORDERED.**

**JUDGMENT ENTERED** this   

HON. JESUS G. BERNAL  
UNITED STATES DISTRICT JUDGE