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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

**PLAINTIFFS' NOTICE OF  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information**

Date: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

**TO THE CLERK OF THE COURT AND ALL PARTIES AND THEIR  
ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on March 24, 2025, at 9:00 a.m., or as soon thereafter as the parties may be heard by the Honorable Jesus G. Bernal, Courtroom 1, located at the United States Courthouse, 3470 Twelfth Street, Riverside, CA 92501, Plaintiffs B.K. and N.Z. (“**Plaintiffs**”) will, and hereby do move the Court for an Order in accordance with Federal Rule of Civil Procedure 23:

(1) granting preliminary approval of the concurrently filed proposed Class Action Settlement Agreement and Release (“**Settlement**”) and finding it sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;

(2) finding that, for purposes of effectuating the proposed Settlement, the prerequisites for class certification under Federal Rule of Civil Procedure 23(a) are likely to be found satisfied;

(3) appointing Plaintiffs B.K. and N.Z. as Class Representatives for the Settlement Class;

(4) appointing, as Settlement Class Counsel, Ryan J. Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm, P.C., and Matthew J. Langley of Almeida Law Group, LLC. (collectively, “**Class Counsel**”);

(5) appointing EAG Gulf Coast, LLC (“**EAG**”) as Settlement Administrator;

(6) approving the Parties’ proposed Notice Plan and form and content of the Notices and Claim Form, as well as Objection procedures;

(7) directing commencement of Notice;

(8) setting deadlines for any objections to, and/or requests for exclusion from, the proposed Settlement;

(9) further staying the Action or otherwise adjourning litigation deadlines pending decision on Final Approval of the Settlement;

(10) staying and/or enjoining, pending decision on final approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and

(11) scheduling a Final Approval Hearing to consider entry of a Final Approval Order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys' fees, reimbursement of litigation costs, and Service Payments to the Class Representatives.

Plaintiffs also respectfully request that the Court impose the following schedule with respect to the Settlement:

EVENT	DATE
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 Opt-Outs)	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

This Motion is made on the grounds that the Settlement is fair, adequate, and reasonable given the relative strengths and weaknesses of the claims and defenses; the risks, expense, complexity and likely duration of further litigation; the amount offered in settlement; the experience and views of counsel; and the public policy in favor of

1 quieting litigation. This Motion is based upon this Notice of Motion and Motion; the  
2 accompanying Memorandum of Points and Authorities set forth below; the Joint  
3 Declaration of Yana Hart and Bryan P. Thompson of Clarkson Law Firm, P.C., and  
4 Matthew J. Langley of Almeida Law Group, LLC and all exhibits attached thereto;  
5 the Declaration of Ryan Aldridge on behalf of EAG; the Declarations of Plaintiffs;  
6 the [Proposed] Preliminary Approval Order; the record in this action; and any other  
7 matters and argument the Court may consider at the hearing of this motion.

8  
9 Respectfully submitted,

10 Dated: February 18, 2025

**CLARKSON LAW FIRM, P.C.**

11  
12 /s/ Bryan P. Thompson

Ryan J. Clarkson, Esq.

Yana Hart, Esq.

Bryan P. Thompson, Esq.

15 **ALMEIDA LAW GROUP LLC**

16  
17 /s/ Matthew J. Langley

Matthew J. Langley, Esq.

18  
19 *Counsel for Plaintiffs & the Proposed Classes*

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1           **I. INTRODUCTION**

2           Plaintiffs B.K. and N.Z. respectfully present the Court with an agreement to  
3 settle their claims against Defendant Eisenhower Medical Center (“**Defendant**” or  
4 “**EMC**”) on a class basis. If approved, the Settlement<sup>1</sup> will establish a non-reversionary  
5 cash Settlement Fund of \$875,000, providing Settlement Class Members with Cash  
6 Compensation. The Settlement also includes meaningful equitable relief to protect  
7 class members (and patients) in the future. Defendant has agreed not to use Meta Pixel  
8 or Google Analytics source code on its Website for at least two years following final  
9 approval of the Settlement, unless a new Web Governance Committee, created under  
10 the Settlement, makes the requisite legal determination under 45 CFR § 164.514(b)(1)  
11 *and* Defendant makes an affirmative disclosure that the tools are being used. The  
12 Settlement also requires Defendant to maintain the newly created Web Governance  
13 Committee to assess implementation and use of any analytics and advertising  
14 technologies for ongoing compliance with applicable law. The Settlement Fund will  
15 also cover Administration Costs, any Service Awards to Class Representatives, and  
16 any Attorneys’ Fees, Costs, and Expenses Award approved by the Court.

17           The Settlement is the product of informed, arm’s-length settlement negotiations,  
18 including a full-day mediation on October 11, 2024, with Martin F. Scheinman, Esq.  
19 of Scheinman Arbitration and Mediation Services and nearly six months of  
20 negotiations between the Parties. EMC provided information and documents regarding  
21 the use of Pixel Tracking and other documents and information relating to the litigation,  
22 prior to the mediation. The Settlement was reached prior to Plaintiffs bearing the risks  
23 and expenses associated with class certification or summary judgment, and in a manner  
24 that instead preserves and redirects resources to the Settlement Class. The Settlement  
25 also avoids the numerous uncertainties associated with trial, including dueling experts

26  
27 <sup>1</sup> The Settlement Agreement (“SA”) is filed concurrently with this Motion. Unless  
28 otherwise indicated, all capitalized terms herein shall have the same meaning assigned  
to them in the Settlement Agreement. (SA, Sec. 2, Definitions.).

1 who would offer conflicting and highly technical opinions about the internet  
2 technology at the center of this litigation. Considering the risks of protracted litigation,  
3 the Settlement presents a fair recovery that delivers tangible immediate benefits to all  
4 Settlement Class Members and merits preliminary approval.

5 Proposed Class Representatives therefore request the Court to (1) grant  
6 preliminary approval of the Settlement, (2) certify the Settlement Class, (3) appoint  
7 Plaintiffs B.K. and N.Z. as Class Representatives, (4) appoint Ryan J. Clarkson, Yana  
8 Hart and Bryan P. Thompson of Clarkson Law Firm, PC, and Matthew J. Langley of  
9 Almeida Law Group, LLC as Class Counsel, (5) appoint EAG Gulf Coast, LLC  
10 (“EAG”) as Settlement Administrator, (6) approve the Notice Plan and the form and  
11 content of the Claim Form, Long Form Notice, E-Mail Notice, and Postcard Notice  
12 attached as Exhibits A, B, C, and D to the Settlement, respectively, as well as the  
13 objection procedures, (7) direct the commencement of Notice, (8) set deadlines for any  
14 objections to, and/or requests for exclusion from, the proposed Settlement; (9) further  
15 stay the Action or otherwise adjourn litigation deadlines pending decision on final  
16 approval of the Settlement; (10) stay and/or enjoin, pending decision on final approval,  
17 any state actions brought by Class Members concerning a Released Claim; and (11)  
18 schedule a Final Approval Hearing to consider entry of the Final Approval Order and  
19 the request for attorneys’ fees, reimbursement of litigation costs, and Service Award  
20 Payments.

## 21 II. BACKGROUND

### 22 a. Defendant’s Pixel Tracking

23 Defendant is a health care organization consisting of five major divisions—the  
24 main campus, hospital, primary care center, urgent care, and foundation—offering a  
25 wide range of clinical services to patients in Southern California.

26 Plaintiffs allege that Defendant violated the medical privacy rights of its patients  
27 by exposing their highly sensitive personal information without knowledge or consent  
28

1 to Meta Platform Inc. d/b/a Facebook (“**Meta**” or “**Facebook**”) and Google, via  
2 tracking and collection tools surreptitiously enabled on Defendant’s website(s) (First  
3 Amended Complaint (“**FAC**”), ¶¶ 4, 6). Plaintiffs allege that Defendant disregarded  
4 Plaintiffs’ and the Class Members’ privacy rights by intentionally, willfully, recklessly  
5 and/or negligently failing to implement adequate and reasonable measures to ensure  
6 that the Users’ personally identifiable information (“**PII**”) and protected health  
7 information (“**PHI**”) (collectively, “**Private Information**”) was safeguarded. Instead,  
8 Plaintiffs allege Defendant enabled unauthorized third parties such as Facebook and  
9 Google to intercept the content of its web users’ and patients’ communications on its  
10 websites and patient portal. FAC, ¶¶ 6-7.

11 **b. Procedural History**

12 On October 12, 2023, Plaintiffs filed their Class Action Complaint in this Court  
13 against Defendant (Dkt. 1), which Defendant moved to dismiss. (Dkt. 18). On February  
14 29, 2024, the Court granted Defendant’s Motion to Dismiss with leave to amend eleven  
15 claims and without leave to amend Plaintiffs three claims asserted under the Electronic  
16 Communications Privacy Act (“**ECPA**”) and California Invasion of Privacy Act  
17 (“**CIPA**”). (Dkt. 28). Plaintiffs then filed a Motion for Reconsideration of Order on  
18 Motion to Dismiss or in the Alternative for Leave to Amend (Dkt. 30), which the Court  
19 granted in part on April 11, 2024, allowing Plaintiff’s to replead their ECPA claim and  
20 one additional count. (Dkt. 36). Plaintiffs filed their First Amended Complaint on April  
21 22, 2024. (Dkt. 37). In the months that followed, the Parties met and conferred  
22 regarding Defendant’s then contemplated motion to dismiss and discovery related to  
23 Plaintiffs’ claims, followed by good faith discussions to mediate Plaintiffs’ claims.

24 **c. Settlement Negotiations and Mediation**

25 The Parties began engaging in arm’s-length settlement negotiations shortly after  
26 the filing of Plaintiffs’ First Amended Complaint, and on October 11, 2024,  
27 participated in a full-day mediation with Martin F. Scheinman, Esq. of Scheinman  
28

1 Arbitration and Mediation Services. Joint Declaration of Yana Hart and Bryan P.  
2 Thompson (“**Clarkson Decl.**”) ¶ 6. In advance of mediation, Defendant provided  
3 information and documents regarding its use of tracking pixels and data collection  
4 regarding its website and patient portal. The Parties then conferred extensively  
5 regarding the website and portal users both before and after the mediation. *Id.* The  
6 mediation resulted in a settlement in principle. *Id.* Since then, the Parties exchanged  
7 multiple drafts of the Settlement Agreement. *Id.* ¶ 11. Concurrently, Plaintiffs secured  
8 multiple bids from competing settlement administrators to select the administrator best  
9 suited for this Settlement. *Id.* ¶ 12. After comprehensive negotiations and diligent  
10 efforts, including the mediation, the Parties finalized the terms and exhibits, and  
11 executed the Settlement Agreement on February 18, 2025.

12 The Settlement Agreement resolves all claims that were or could be asserted  
13 against EMC arising out of or related in any way to Plaintiffs’ allegations regarding  
14 web tracking and privacy violations, while specifically preserving “medical  
15 malpractice, or other bodily injury claims, or claims relating to the enforcement of the  
16 settlement” against EMC, if any. *Id.* ¶ 77.

### 17 **III. THE TERMS OF THE SETTLEMENT**

#### 18 **a. The Settlement Class and Release**

19 Based on Defendant’s records, the proposed Settlement Class consists of  
20 approximately 190,392 individuals, and is defined as:

21  
22 All identifiable individuals who logged into the EMC MyChart  
23 patient portal, and/or submitted an online form and/or scheduled a  
24 laboratory appointment on EMC’s public website  
25 www.eisenhowerhealth.org, in the time frame of January 1, 2019,  
26 to May 3, 2023.



SA, ¶ 10(mm). Excluded from the Class are EMC and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and their clerks. *Id.*

In exchange for the Settlement’s benefits, all Settlement Class Members will release all Released Claims against Defendant as detailed in the Settlement Agreement. *Id.* ¶ 9. Released Claims do not include any “medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.” *Id.* ¶ 77.

#### **b. Monetary Terms of the Settlement**

The Settlement provides for a non-reversionary cash Settlement Fund of \$875,000 to pay (i) all Administrative Expenses; (ii) any Taxes; (iii) any Cash Compensation to Settlement Class Members, (iv) any court-approved Service Awards; and (v) any court-approved attorneys’ fees and costs. SA, ¶ 13.

##### **i. Cash Compensation to Settlement Class Members**

All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund (“Cash Compensation”). *Id.* ¶ 25. Cash Compensation payments shall be issued on a *pro rata* basis, such that the aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. *Id.* ¶ 90.

Participating Settlement Class Members will receive Settlement Payments via electronic means made available by the Settlement Administrator or may elect payment by physical check. *Id.*, ¶ 36. Any monies remaining in the Net Settlement Fund one hundred twenty (120) days after the issuance of Claim Payments shall be distributed to a *cy pres* recipient mutually agreed upon by the Parties and approved by the court. *Id.* ¶ 37.

#### **c. Equitable Relief**

A primary objective of this litigation was to secure modified business and data management practices concerning Pixel tracking of Defendant’s patients. Defendant



has agreed, as part of the settlement agreement, to create and maintain a Web Governance Committee to assess the implementation and use of analytics and advertising technologies on the Website and patient portal to evaluate whether such use is consistent with Defendant's mission and all applicable law. Defendant also agrees that for two years following final approval of the Settlement, Defendant will not use the Meta Pixel or Google Analytics source code on its Website unless the Web Governance Committee makes the requisite legal determination under 45 CFR § 164.514(b)(1) and an affirmative disclosure posted on the webpage(s) on its Website that the tool(s) is/are being used on the Website as well as providing proper identification for the tool(s) being used. *Id.* ¶ 23.

**d. Attorneys' Fees, Costs, Expenses, and Service Awards**

Proposed Class Counsel anticipate seeking an award of attorneys' fees not to exceed \$288,750 in fees, which is approximately 33% of the total value of the settlement fund, up to \$20,000 in costs, and Service Awards for Class Representatives not to exceed \$2,500 each. SA, ¶ 58. The motion for attorneys' fees and costs (and Class Representative Service Awards) will be filed no later than 14 Court days before the Objection Deadline so Class Members will have the opportunity to review and object if they choose to do so. *Id.* ¶ 59. After reimbursement of costs and payment of attorneys' fees to Plaintiffs' Counsel, Proposed Class Counsel have agreed to divide any attorney fee award evenly amongst themselves. Clarkson Decl. ¶ 26, Declaration of Matthew J. Langley ("Langley Decl.") ¶ 21.

The proposed Service Awards are comparable to those awarded in recent data privacy settlements. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-MD 02752-LHK, 2020 WL 4212811, at \*1 (N.D. Cal. July 22, 2020), *aff'd*, No. 20-16633, 2022 WL 2304236 (9th Cir. June 27, 2022) (approving \$2,500 to \$7,500 awards in data breach case), *also see In re. Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 763–64 (E.D. Wis. 2024) (approving \$3,500 incentive award for each class

1 representative in similar pixel health litigation settlement). The proposed Class  
2 Representatives each understand their responsibilities serving as a Class  
3 Representative, have participated in this litigation from its inception, spent time  
4 providing valuable information to Plaintiffs' Counsel in connection with investigating  
5 and developing their claims in this action, reviewed and approved documents including  
6 the Complaint and the Settlement Agreement, and dedicated themselves to vigorously  
7 pursuing litigation on behalf of the putative class, including committing and exposing  
8 themselves to the possibility of sitting for depositions and testifying publicly at trial.  
9 See Declarations of Plaintiffs B.K. and N.Z., ¶ 5.

10 The Parties have no agreement as to the attorneys' fees or litigation costs to be  
11 paid to Proposed Class Counsel, and the Settlement is not contingent upon the Court  
12 awarding attorneys' fees, costs, and expenses, or Class Representative Service Awards.  
13 SA, ¶ 61.

14 **e. Notice Administration**

15 The Claim Form is attached as Exhibit A. The proposed Notice forms are  
16 attached to the Settlement as Exhibits B (Long Form Notice), C (E-Mail Notice), and  
17 D (Postcard Notice).

18 Within 15 calendar days following the Court's entry of the Preliminary  
19 Approval Order, EMC will provide the Settlement Class List to the Settlement  
20 Administrator. SA, ¶ 42. Within 30 days of the Court's entry of the Preliminary  
21 Approval Order, the Settlement Administrator will disseminate the E-Mail Notice to  
22 the Settlement Class. SA, ¶ 43. For Settlement Class Members with known emails  
23 addresses, notice will be provided via email given the efficiency of electronic delivery.  
24 *Id.*; see *Peterson v. Alaska Commc'ns Sys. Grp., Inc.*, No. 3:12-CV-00090-TMB, 2015  
25 WL 13376562, at \*2 (D. Alaska Feb. 4, 2015) ("email is an efficient and inexpensive  
26 form of notice, and for many people it has supplanted postal mail as a preferred form  
27 of communication."); *Arp v. Hohla & Wyss Enters., LLC*, No. 3:18-CV-119, 2020 WL  
28

6498956, at \*4 (S.D. Ohio Nov. 5, 2020) (email is “an inexpensive, non-invasive, effective way to ensure that notice is received in a timely manner.”) (citation omitted). If there is no e-mail address on record for a Settlement Class Member, the Settlement Administrator shall mail the Postcard Notice to the Settlement Class Member’s most recent mailing address in EMC’s records. SA, ¶ 43.

No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to sending the E-Mail Notice or postcard notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. SA, ¶ 44. The Settlement Administrator shall cause the Complaint, Long-Form Notice, E-mail Notice, Postcard Notice, Claim Form, the Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. *Id.* The Settlement Website will include a toll-free telephone number and mailing address through which the Settlement Administrator can be contacted and will allow for the electronic submission of Requests for Exclusion. *Id.*, ¶¶ 44-45.

**f. The Proposed Settlement Administrator**

Plaintiffs’ Counsel solicited competing bids from several qualified settlement administrators. Clarkson Decl. ¶ 12. Through this competitive bidding process and following an in-depth evaluation of all the available final bids, Plaintiffs’ Counsel selected and proposes that the Court appoint EAG Gulf Coast LLC (“EAG”) as the Settlement Administrator. EAG will be paid from the Settlement Fund and has estimated that the class settlement administration costs will be \$74,972, including postage, based on a 10% claims rate *See* Clarkson Decl., ¶ 13. In addition to managing the notice program and receiving and processing claims and opt-outs, EAG will maintain the Settlement Website containing links to the Notice, Claim Form, and all other relevant Settlement documents. *Id.*

**g. Opt-Out and Objection Procedures**

Any Settlement Class Member may submit a Request for Exclusion from the

1 Settlement by or before the Opt-Out Date. SA, ¶ 55. To be valid, the Request for  
2 Exclusion must be (i) submitted electronically on the Settlement Website, or (ii)  
3 postmarked or received by the Settlement Administrator on or before the Opt-Out Date  
4 at the address set forth in the Long-Form Notice. *Id.*

5 Any Settlement Class Member who wishes to object to the proposed Settlement  
6 Agreement must file with the Court and serve a written objection(s) to the Settlement  
7 on the Settlement Administrator, at the address set forth in the Long-Form Notice. *Id.*,  
8 ¶ 49. Each Objection must be filed with the Court and served on the Settlement  
9 Administrator not later than the Objection Deadline, and must include the following:  
10 (i) set forth the Settlement Class Member's full name, current address, telephone  
11 number, and email address; (ii) contain the Settlement Class Member's original  
12 signature; (iii) contain proof that the Settlement Class Member is a member of the  
13 Settlement Class (e.g., copy of settlement notice or confirmation of online form  
14 submission or laboratory appointment scheduling); (iv) state that the Settlement Class  
15 Member objects to the Settlement, in whole or in part; (v) set forth a statement of the  
16 legal and factual basis for the Objection; (vi) provide copies of any documents that the  
17 Settlement Class Member wishes to submit in support of his/her position; (vii) identify  
18 all counsel representing the Settlement Class Member, if any; (viii) contain the  
19 signature of the Settlement Class Member's duly authorized attorney or other duly  
20 authorized representative, along with documentation setting forth such representation;  
21 and (ix) contain a list, including case name, court, and docket number, of all other cases  
22 in which the objector and/or the objector's counsel has filed an objection to any  
23 proposed class action settlement. *Id.*, ¶¶ 50-51.

24 The Requests for Exclusion and Objection procedures are detailed in plain  
25 language in the Long Form Notice, the Settlement Agreement, and on the Settlement  
26 Website. *Id.*, ¶ 57.

1           **IV.    ARGUMENT**

2                   **a.   The Legal Standard for Preliminary Approval**

3           Rule 23 requires the Court to determine whether the Settlement is “fair,  
4 reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To assess the fairness of a class  
5 settlement, Ninth Circuit courts consider primarily the following:

6  
7                   (1) the strength of the plaintiff’s case; (2) the risk, expense,  
8 complexity, and likely duration of future litigation; (3) the risk of  
9 maintaining class action status throughout the trial; (4) the amount  
10 offered in settlement; (5) the extent of discovery completed and  
11 the stage of the proceedings; (6) the experience and views of  
12 counsel; (7) the presence of a governmental participant; and (8) the  
13 reaction of class members to the proposed settlement.

14  
15           *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 948 (9th Cir. 2015) (quoting  
16 *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)). “[T]he very  
17 essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning of  
18 highest hopes.’” *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir.  
19 1982) (citation omitted). “The proposed settlement is [thus] not to be judged against a  
20 hypothetical or speculative measure of what might have been achieved by the  
21 negotiators.” *Id.* at 625. Under Rule 23(e)(2), the Court considers whether the class  
22 representatives and class counsel adequately represented the class and whether the  
23 settlement proposal was negotiated at arm’s length. To negotiate a fair and reasonable  
24 settlement, “the parties [must] have sufficient information to make an informed  
25 decision about settlement.” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th  
26 Cir. 1998); *see also Fed. Ins. Co. v. Caldera Med., Inc.*, 2016 WL 5921245, at \*5 (C.D.  
27 Cal. Jan. 25, 2016) (whether “the proposed settlement appears to be the product of  
28

serious, informed, non collusive negotiations” is one factor in determining whether preliminary approval is appropriate).

Here, preliminary approval is warranted: the Settlement is fair, reasonable, and the product of extensive arm’s length negotiations, and certification of the Settlement Class for purposes of judgment is proper under FRCP Rule 23.

**b. The Settlement is Fair, Reasonable, and Adequate, and Merits Preliminary Approval**

**i. The Strength of Plaintiffs’ Case and the Risks, Expenses, Complexity, and Duration of Further Litigation**

The risk, expense, and complexity of further litigation is significant, and “[e]stimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years).” *Schaffer v. Litton Loan Servicing, LP*, 2012 WL 10274679, at \*11 (C.D. Cal. 2012).

Given facts demonstrating unauthorized transmission of Plaintiffs’ and the Class’s private medical information to third parties, Plaintiffs are confident they would succeed if this case proceeded to trial, even though Defendant disputes those facts. Still, this would entail substantial time and expense, and inherent risks. Clarkson Decl. ¶ 16. All class actions involve a high level of risk, expense, and complexity, but the emerging and evolving area of data privacy and meta pixel tracking litigation is especially risky and complex. *See In re Advocate Aurora Health Pixel Litigation*, 22-cv-1253 (E.D. Wisconsin, July 10, 2024) (Motion for Final Approval granted in Pixel privacy case against healthcare entity, holding in part that “success was far from guaranteed” in light of the dismissal of a similar Pixel privacy case); *Also see In re Novant Health, Inc.* 22-cv-697, pgs. 13-14 (M.D. NC, June 17, 2024) (Court holding that settlement in Pixel privacy litigation was reasonable as “[t]he law surrounding data privacy and the surreptitious sharing of user data is still



1 developing, making it challenging for the parties to evaluate the likelihood of  
2 prevailing at trial”). *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL  
3 2155117, at \*7 (C.D. Cal. Feb. 22, 2022) (“[D]ata breach class actions are a relatively  
4 new type of litigation and that damages methodologies in data breach cases are largely  
5 untested and have yet to be presented to a jury.”).

6 Although Plaintiffs believe their liability case is strong and class certification  
7 is warranted, it is uncertain whether the Court ultimately would grant certification or  
8 find Plaintiffs and Class Members are entitled to damages. *See e.g., Koenig v. Lime*  
9 *Crime, Inc.*, No. CV 16-503 PSG (JEMX), 2018 WL 11358228, at \*3 (C.D. Cal. Apr.  
10 2, 2018) (approving privacy settlement in data breach context and finding in part that  
11 “[b]ecause of the difficulty of proving damages and causation, Plaintiffs faced a  
12 substantial risk of losing at summary judgment or at trial.”); *Spann v. J.C. Penney*  
13 *Corp.*, 314 F.R.D. 312, 326 (C.D. Cal. 2016) (“The settlement the parties have  
14 reached is even more compelling given the substantial litigation risks in this case.”).  
15 Were this case not to resolve, EMC’s counsel would continue to litigate this case by  
16 filing a renewed Motion to Dismiss Plaintiffs’ First Amended Complaint and  
17 otherwise vigorously litigate the case up to, and through, trial and any appeal.  
18 Clarkson Decl. ¶ 17.

19 Prosecuting this litigation further would be lengthy, complex, and impose  
20 significant costs on all parties, as continued proceedings would likely include  
21 substantial motion practice, extensive fact discovery, class certification proceedings,  
22 considerable expert discovery and of course, trial and a likely appeal. *Id.* ¶ 18; *see*  
23 *Aarons v. BMW of N. Am., LLC*, 2014 WL 4090564, at \*10 (C.D. Cal. 2014) (risk of  
24 “battle of the experts” at trial weighed in favor of settlement approval). This would  
25 also effectively delay relief, if any, to Plaintiffs and Class Members for several years.

26 If EMC were to succeed, Plaintiffs and Class Members would receive nothing.  
27 EMC would also not be required to make any business practice or technical changes  
28

1 that would provide Plaintiffs and the Class Members' the injunctive relief they seek.  
2 On the other hand, even if successful in a lengthy litigation, the business practice and  
3 technical changes achieved by settlement now will protect the Settlement Class  
4 Members' Private Information in ways that a later monetary judgment could not. This  
5 settlement also helps ensure the future privacy of the Class Members as well as  
6 Defendant's future patients by ensuring future data practices align with the law. The  
7 Settlement is excellent as compared to the risks, costs, and delay of continued  
8 litigation.

9 **ii. Risks of Achieving and Maintaining Class Status Through**  
10 **Trial**

11 There is substantial risk to Plaintiffs of obtaining and maintaining class  
12 certification, outside the settlement context. The court dismissed the Plaintiffs' initial  
13 complaint and allowed, after a motion to reconsider its initial dismissal, the Plaintiffs  
14 to replead all but one of their claims. Plaintiffs filed a First Amended Complaint, but  
15 Defendant is almost certain to file another Motion to Dismiss if this matter is not  
16 resolved through settlement. Even if the matter proceeded past these initial stages,  
17 Defendant would vigorously litigate both on the merits as well as the ability to seek  
18 certification. EMC would oppose certification, and the outcome would be uncertain.

19 A denial or reversal of class certification, like a loss on the merits, would  
20 effectively extinguish any recovery by the Settlement Class. Even if Plaintiffs  
21 certified a class, there would remain a risk of losing on summary judgement or at  
22 trial. If Plaintiffs prevailed at trial, any judgment or order granting class certification  
23 could be reversed on appeal and, even if Plaintiffs prevailed on appeal, the appellate  
24 process would delay any recovery to the Class. These risks warrant settlement,  
25 especially considering the additional risks of litigation outside the context of class  
26 certification.



**c. The Amount Offered in Settlement**

The Settlement provides monetary relief, even though many privacy class actions have had settlement approved for only non-monetary relief. *See Campbell v. Facebook Inc.*, No. 13-CV 05996-PJH, 2017 WL 3581179, at \*8 (N.D. Cal. Aug. 18, 2017) (granting final approval of declaratory and injunctive relief settlement in litigation alleging Facebook engaged in user privacy violations), *aff'd*, 951 F.3d 1106 (9th Cir. 2020); *In re Google LLC St. View Elec. Commc'ns Litig.*, No. 10-MD-02184-CRB, 2020 WL 1288377, at \*16 (N.D. Cal. Mar. 18, 2020) (final approval where injunctive relief class and creating a non-distributable *cy pres* settlement fund in litigation alleging Google violated privacy by illegally gathering Wi-Fi network data); *Diaz v. Google LLC*, No. 5:21-cv 03080, Dkt. 74 (N.D. Cal. Aug. 4, 2022) (seeking final approval of non-monetary settlement of claims that Google exposed PHI and PII through contact tracing system); *McDonald, et al. v. Kiloo A/S, et al.*, No. 3:17-cv-04344-JD, Dkt. 406 (N.D. Cal. Apr. 12, 2021) (granting final approval of 16 injunctive relief-only settlements in related privacy class actions alleging violation of child privacy protection laws by collecting and selling children's PII).

The monetary relief here—estimated to be a pro rate share per class member of \$4.59 each—is also within the range that has been approved in similar privacy cases involving tracking pixels. *See In Re Advocate Aurora Health Pixel Litigation*, 22-cv-1253 (E.D. Wisconsin, July 10, 2024) (approving Pixel settlement with *pro rata* share of \$4.89 per class member); *John v. Froedtert Health, Inc.*, 2023-cv-1935 (Milwaukee County Circuit Court, 2023) (approving Pixel settlement with pro rata share of \$4.59); *In re Novant Health, Inc.* 22-cv-697 (M.D. NC, June 17, 2024) (approving settlement with pro rata payment of \$4.89).

Due to the relatively new nature of many privacy claims like the ones in this matter, even if Plaintiffs were able to show liability, there would be extensive litigation regarding what damages could be proven and how those would be

1 calculated, and thus it is difficult to ascertain an accurate estimation of what damages  
2 could be proven at trial absent a “battle of the experts” that would no doubt ensue  
3 absent Settlement. Defendant would continue to argue that there were no actual  
4 damages even if there was a violation of the law, and putting that question to the jury  
5 through dueling experts raises a real risk of zero recovery. These challenges and risks,  
6 together with the monetary relief falling within the settlement range of similar cases  
7 counsel in favor of preliminary approval of the Settlement.

8 **i. The Extent of Discovery Completed and the Stage of**  
9 **Proceedings**

10 Plaintiffs’ Counsel obtained meaningful information from EMC bearing on the  
11 claims through settlement negotiations and informal discovery. This information  
12 included providing data regarding the use and implementation of the Meta Pixel, the  
13 potential class size, and other details sufficient to provide all parties and the mediator  
14 with the ability to thoroughly evaluate the case, including issues of liability and  
15 damages. Informal discovery is a recognized method of minimizing the cost, delay,  
16 and burden associated with formal discovery and protracted litigation, and enabled  
17 counsel here to make an informed decision regarding the strengths and weaknesses of  
18 Plaintiffs’ claims and assess the fairness and reasonableness of the Settlement.  
19 Clarkson Decl. ¶¶ 6-8. *see In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th  
20 Cir. 2000) (“[F]ormal discovery is not a necessary ticket to the bargaining table where  
21 the parties have sufficient information to make an informed decision about  
22 settlement.”); Manual for Complex Litigation (Fourth) § 13.12 (recognizing benefits  
23 of settlement are diminished if postponed until discovery is completed and approving  
24 of targeting early discovery at information needed for settlement negotiations).

25 **ii. The Experience and Views of Counsel**

26 Plaintiffs are represented by accomplished attorneys who are leaders in their  
27 field with extensive experience in prosecuting consumer class actions, including  
28

1 privacy and pixel tracking actions. Clarkson Decl., ¶¶ 29-30, Langley Decl., ¶¶ 18,  
2 23. The Settlement provides Settlement Class Members with immediate, certain, and  
3 meaningful relief that directly addresses the issues they have experienced, or might  
4 experience, relating to EMC's alleged practices. This includes removing the Pixel at  
5 issue and the creation of a Web Governance Committee to assess the implementation  
6 and use of analytics and advertising on Defendant's website for ongoing compliance  
7 with the law. The language of the release is also properly tailored to the Plaintiffs'  
8 claim and specifically exempts other claims, such as those relating to bodily injury or  
9 medical malpractice that do not relate to the litigation at issue. SA, ¶¶ 23, 73.  
10 Proposed Class Counsel endorse the Settlement as fair, reasonable, and adequate and  
11 in the best interests of the Settlement Class. Clarkson Decl., ¶¶ 8-9, Langley Decl.,  
12 ¶¶ 16-17.

### 13 **iii. Presence of a Governmental Participant**

14 Here, there is no governmental participant, so this factor does not presently  
15 apply. The Settlement, however, provides that the Settlement Administrator will  
16 provide notice required under the Class Action Fairness Act to all necessary entities  
17 within 10 calendar days of the entry of the Preliminary Approval Order. Should there  
18 be any resulting action by the government or other changes related to this factor,  
19 Plaintiffs will address it in their Motion for Final Approval.

### 20 **iv. The Response to the Settlement**

21 The Class has not yet been notified of the Settlement or given an opportunity to  
22 object; therefore, this factor is not yet ripe. Plaintiffs will, however, address this factor  
23 in their Motion for Final Approval. Before the Final Approval Hearing, the Court will  
24 also be able to review any objections or comments from Class Members and a full  
25 accounting of any requests for exclusion.

### 26 **v. The Settlement is Not Collusive**

27 The Settlement was reached after nearly six months of hard-fought litigation  
28

1 that was followed by extensive arm's-length negotiations, including a full-day  
2 mediation with Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation  
3 Services, an experienced mediator. Clarkson Decl. ¶ 6; *see In re Bluetooth Headset*  
4 *Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (formal mediation with  
5 experienced mediator weighs "in favor of a finding of non collusiveness"). Proposed  
6 Class Counsel have significant experience prosecuting data privacy consumer class  
7 actions and are well-informed of the legal claims and risks of this case. Clarkson Decl.,  
8 ¶¶ 29-30, Langley Decl., ¶¶ 18, 23. After the Parties reached agreement on material  
9 terms, the Parties negotiated the terms of the Settlement, the related exhibits, and the  
10 Notice Plan. Clarkson Decl., ¶ 7. Furthermore, the parties do not have any agreement  
11 regarding fees.

12 **vi. The Proposed Notice Plan is Appropriate**

13 "The court must direct notice in a reasonable manner to all Class Members who  
14 would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "Rule 23 requires only the  
15 'best notice that is practicable under the circumstances, including individual notice  
16 to all members who can be identified through reasonable effort.'" *Briseno v. ConAgra*  
17 *Foods, Inc.*, 844 F.3d 1121, 1128-29 (9th Cir. 2017) (emphasis omitted). Further,  
18 notice is "adequate if it may be understood by the average class member." *Newberg*  
19 *on Class Actions* (4th ed.), § 11:53, at 167.

20 Subject to Court approval, Plaintiffs have selected EAG as the Settlement  
21 Administrator, and EMC does not oppose that selection. The Notice Plan includes  
22 direct notice via email to all Class Members for whom EMC has an email address for  
23 and direct notice via U.S. mail for all other Class Members, utilizing the Settlement  
24 Class Member's most recent mailing address in EMC's records. SA, ¶¶ 42-43. If there  
25 is no e-mail address on record for a Settlement Class Member, the Settlement  
26 Administrator shall mail the Postcard Notice, attached as Exhibit D, to the Settlement  
27 Class Member's most recent mailing address in EMC's records ("Mail Population").  
28

1 For those e-mails to the E-Mail Population that bounce back, the Settlement  
2 Administrator shall promptly perform an in-depth search for a valid e-mail address  
3 and resend the E-Mail Notice to that updated e-mail address . SA, ¶ 43. Email is  
4 the best practical means of providing notice in this case given the online nature of  
5 EMC’s patient portal and because it is the primary way EMC communicated with  
6 Class Members. *See Woodard v. Labrada*, No. 16-189, 2022 WL 18397633 (C.D. Cal.  
7 July 7, 2022) (court granted Plaintiff’s Motion for Preliminary Approval which  
8 involved providing notice by email and Facebook ads); *see, Richards v. Chime Fin.,*  
9 *Inc.*, No. 19-CV-06864-HSG, 2020 WL 6318713, at \*10 (N.D. Cal. Oct. 28, 2020)  
10 (approving email only notice plan because it was one of the “primary” ways the  
11 defendant communicated with class members); *see, e.g., In re LinkedIn User Priv.*  
12 *Litig.*, 309 F.R.D. 573, 586 (N.D. Cal. 2015) (noting “the Court approved a notice plan  
13 involving direct email notice, a settlement website and a toll-free telephone number,  
14 as consistent with Rule 23(c)(2)(B)”).

15 Furthermore, if any Postcard Notice to the Mail Population is returned to the  
16 Settlement Administrator with a forwarding address, it will be automatically re-mailed  
17 to the updated address. SA, ¶¶ 43. If the Postcard Notice is returned without a  
18 forwarding address, it will be sent through an advanced address search process in an  
19 effort to find a more current address for the record. *Id.* If an updated address is  
20 obtained through the advanced search process, the Settlement Administrator will re-  
21 mail the Postcard Notice to the updated address. *Id.* In addition, Notice will be  
22 disseminated through the Settlement Website, which will include a toll-free telephone  
23 number and mailing address through which the Settlement Administrator can be  
24 contacted. *Id.*, ¶¶ 43-44. *See Rael v. Children’s Place, Inc.*, No. 16-CV-370-GPC-LL,  
25 2021 WL 1226475, at \*14 (S.D. Cal. Mar. 31, 2021) (approving notice plan primarily  
26 relying on email and settlement website); *Evans v. Linden Rsch., Inc.*, No. C-11-01078  
27 DMR, 2014 WL 1724891, at \*3 (N.D. Cal. Apr. 29, 2014) (similar).

1 The Notice forms are clear, concise, and informative. *Id.*, Exs. B (Long Form  
2 Notice), C (E-Mail Notice), and D (Postcard Notice). To make a claim, a Settlement  
3 Class Member must complete and submit a valid, timely, and sworn Claim Form. The  
4 Claim Form shall be submitted online at the Settlement Website or via mail to the  
5 Settlement Administrator. SA, ¶ 31.

6 **d. Class Certification is Appropriate**

7 Parties seeking class certification for settlement purposes must satisfy the  
8 requirements of Fed. R. Civ. P. 23. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,  
9 620 (1997). “A court considering such a request should give the Rule 23 certification  
10 factors ‘undiluted, even heightened, attention in the settlement context.’” *Sandoval v.*  
11 *Roadlink USA Pac., Inc.*, No. EDCV 10-00973, 2011 WL 5443777, at \*2 (C.D. Cal.  
12 Oct. 9, 2011) (quoting *Amchem*, 521 U.S. at 621). All the requirements of Rule 23(a)  
13 must be met, and “at least one of the three requirements listed in Rule 23(b).” *Wal-*  
14 *Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011).

15 **i. Rule 23(a) Is Satisfied**

16 **1. The Class is Numerous**

17 Rule 23(a)(1) requires “the class is so numerous that joinder of all members is  
18 impracticable.” Fed. R. Civ. P. 23(a). Joinder of all estimated 190,392 Class  
19 Members would be impractical. The Class is sufficiently numerous.

20 **2. There are Common Questions of Law and Fact**

21 The commonality requirement is satisfied if “there are questions of law or fact  
22 common to the class.” Fed. R. Civ. P. 23(a)(2). “This does not, however, mean that  
23 every question of law or fact must be common to the class; all that Rule 23(a)(2)  
24 requires is a single significant question of law or fact.” *Abdullah v. U.S. Sec. Assocs.,*  
25 *Inc.*, 731 F.3d 952, 957 (9th Cir. 2013), *cert. denied*, 135 S.Ct. 53 (2014) (emphasis  
26 and internal quotation marks omitted); *see Mazza v. Am. Honda Motor Co.*, 666 F.3d  
27 581, 589 (9th Cir. 2012) (characterizing commonality as a “limited burden”).  
28



Common issues of law and fact affect Settlement Class Members uniformly and satisfy the commonality requirement, including, among other things, whether Defendant disclosed to third parties their Private Information without authorization or lawful authority. EMC’s conduct with respect to all Settlement Class Members was the same, and thus, the commonality requirement of Rule 23(a) is satisfied.

### 3. Class Representatives’ Claims Are Typical of the Class

Rule 23(a)(3)’s typicality requirement is satisfied if the claims of the named class representative arise “from the same course of conduct that gives rise to the claims of unnamed Class Members to bring individual actions.” *Thomas v. Baca*, 231 F.R.D. 397, 401 (C.D. Cal. 2005); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (“[C]laims are ‘typical’ if they are reasonably co-extensive with those of absent Class Members; they need not be substantially identical.”). “The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct, which is not unique to the named plaintiffs, and whether other Class Members have been injured by the same course of conduct.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011) (internal quotation marks and citation omitted).

Plaintiffs’ and Class Members’ claims arise from the same nucleus of facts—EMC’s disclosure of Private Information to third parties like Facebook and Google—and are based on EMC’s same allegedly unlawful Meta Pixel usage practices. Accordingly, Rule 23(a)’s typicality requirement is satisfied.

### 4. Class Representatives and Proposed Class Counsel Fairly and Adequately Represent the Class

Rule 23(a)(4) permits certification of a class action only if “the representative parties will fairly and adequately protect the interests of the class,” which requires that the named Plaintiffs and their counsel not have conflicts of interest with the proposed Class. *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod.*

1 *Liab. Litig.*, 895 F.3d 597, 607 (9th Cir. 2018). “Adequate representation depends on,  
2 among other factors, an absence of antagonism between representatives and  
3 absentees, and a sharing of interest between representatives and absentees.” *Ellis*, 657  
4 F.3d at 985; *Amchem*, 521 U.S. at 625-26 (“The adequacy inquiry . . . serves to  
5 uncover conflicts of interest between named parties and the class they seek to  
6 represent. A class representative must be part of the class and possess the same  
7 interest and suffer the same injury as the class members.”).

8 Plaintiffs and their counsel are adequate. Plaintiffs do not have any conflicts of  
9 interest with the absent Class Members, as their claims are coextensive with those of  
10 the Class Members. *See Mergens v. Sloan Valve Co.*, 2017 WL 9486153, at \*6 (C.D.  
11 Cal. Sept. 18, 2017) (adequacy requirement met where plaintiff had no interests  
12 antagonistic to the class). The named Plaintiffs also understand their responsibilities  
13 in serving as Class Representatives and have shown that they take their  
14 responsibilities as class representatives seriously. They have committed themselves  
15 to representing the class in an appropriate and fair manner and will continue to do so  
16 through the conclusion of this litigation. Declarations of Plaintiffs B.K and N.Z. ¶ 5.

17 Proposed Class Counsel also have extensive experience successfully  
18 representing plaintiffs and classes in complex class action litigation, including  
19 matters involving privacy violations.

20 For example, the Clarkson Law Firm has been lead counsel in numerous  
21 ongoing as well as settled data privacy class actions. *See C.M., et al. v. MarinHealth*  
22 *Medical Group, Inc.*, No 3:23-cv-04179 WHO (N.D. Cal., Aug. 16, 2023) (Meta Pixel  
23 tracking claims against various medical entities); *M.M., et al. v. Los Angeles Unified*  
24 *School District*, No. 22STCV37822 (Super. Ct. L.A. County Feb. 28, 2023) (co-lead  
25 counsel in a data breach involving minors’ medical and other sensitive records);  
26 *Heath, et al. v. Keenan & Associates*, No. 24STCV03018 (Super. Ct. L.A. County,  
27 Feb. 2, 2024) (proposed settlement on class-wide basis of data breach involving  
28



sensitive financial and medical information); *Baton et al. v. Ledger SAS et al.*, No. 21-17036, 2022 WL 1735219 (9th Cir. 2022) (data breach action against cryptocurrency hardware manufacturer).

Almeida Law likewise has extensive experience in data privacy cases including *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis); *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action which settled on a class-wide basis); *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action); *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025); *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action); *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action); *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action).

## **ii. The Requirements of Rule 23(b)(3) Are Met**

Rule 23(b)(3) provides a class action can be maintained where: (1) the questions of law and fact common to members of the class predominate over any questions affecting only individuals; and (2) the class action mechanism is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). In the settlement context, the manageability criterion of Rule 23(b)(3)(D) does not apply. *Amchem*, 521 U.S. at 620.

### **1. Common Issues of Law and Fact Predominate for Settlement Purposes**

Every Class Member was affected by the same unauthorized disclosure of Private Information caused by the same allegedly unlawful implementation and usage

1 of the Meta Pixel by EMC. Central common questions can be resolved for all members  
2 of the proposed Settlement Class in a single adjudication. “Common questions that  
3 yield common answers” and are “apt to drive the resolution of this case” predominate  
4 over any individual issues. *Dukes*, 564 U.S. at 345; *see also In re Anthem, Inc. Data*  
5 *Breach Litig.*, 327 F.R.D. 299, 312 (N.D. Cal. 2018).

6 **2. A Class Action is a Superior Means of Resolving This**  
7 **Controversy**

8 The superiority inquiry “requires the court to determine whether maintenance  
9 of this litigation as a class action is efficient and whether it is fair.” *One Unnamed*  
10 *Deputy Dist. Attorney v. Cty. of Los Angeles*, 2011 WL 13128375, at \*4 (C.D. Cal.  
11 2011). A class action is the only reasonable method to fairly and efficiently adjudicate  
12 Class Members’ claims against EMC. *See Phillips Co. v. Shutts*, 472 U.S. 797, 809  
13 (1985) (“Class actions . . . permit the plaintiffs to pool claims which would be  
14 uneconomical to litigate individually . . . [In such a case,] most of the plaintiffs would  
15 have no realistic day in court if a class action were not available.”). Resolution  
16 through individual actions is impracticable—the amount in dispute for individual  
17 class members is too small, the technical issues involved are too complex, and the  
18 required expert testimony and document review too costly. *Just Film, Inc. v. Buono*,  
19 847 F.3d 1108, 1123 (9th Cir. 2017).

20 Class members have little incentive to pursue their own individual claims  
21 against EMC, where it would involve litigating highly technical issues concerning  
22 the implementation of the Meta Pixel on EMC’s website, and Facebook’s usage of  
23 the transmitted dates, and where damages and liability would be unclear.

24 **iii. The Court Should Appoint Plaintiffs as Class**  
25 **Representatives and Plaintiffs’ Counsel as Class Counsel**

26 This Settlement would not have been possible without Plaintiffs stepping  
27 forward to represent the interests of the Settlement Class. The proposed Class  
28

Representatives have maintained consistent involvement in the litigation, providing valuable insight and the facts critical to the Class Action Complaint and the First Amended Complaint, allowing Plaintiffs' Counsel to effectively litigate this action, and negotiate this Settlement. Clarkson Decl. ¶ 22. Plaintiffs communicated with Plaintiffs' Counsel regarding facts and issues pertaining to this case and will continue to do so until the Settlement is approved, and its administration completed. *Id.*

Proposed Class Counsel are qualified and experienced in conducting class action litigation, especially cases involving privacy and data protection. Clarkson Decl., ¶¶ 29-30, Langley Decl., ¶¶ 18, 23. Proposed Class Counsel vigorously prosecuted this action and will continue to do so through final approval. Specifically, Proposed Class Counsel investigated and filed the Class Complaint, engaged in significant motion practice including briefing a Motion to Dismiss and Motion to Reconsider, drafting and filing an Amended Complaint, and extensive settlement negotiations and informal discovery, resulting in the Settlement Agreement. *In re Emulex Corp. Sec. Litig.*, 210 F.R.D. 717, 720 (C.D. Cal. 2002) (evaluating adequacy of representation, court may examine "the attorneys' professional qualifications, skill, experience, and resources . . . [and] the attorneys' demonstrated performance in the suit itself"); *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 443 (E.D. Cal. 2013) ("There is no challenge to the competency of the Class Counsel, and the Court finds that Plaintiffs are represented by experienced and competent counsel who have litigated numerous class action cases.").

## VI. CONCLUSION

For the aforementioned reasons, Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

Respectfully submitted,

Dated: February 18, 2025

**CLARKSON LAW FIRM, P.C.**

/s/ Bryan P. Thompson

Ryan J. Clarkson, Esq.

Yana Hart, Esq.

Bryan P. Thompson, Esq.

**ALMEIDA LAW GROUP LLC**

/s/ Matthew J. Langley

Matthew J. Langley, Esq.

*Counsel for Plaintiffs & the Proposed Classes*

**CERTIFICATE OF COMPLIANCE**

Pursuant to Local Rule 11-6.2, the undersigned counsel of record for Plaintiffs B.K., and N.Z. certifies that this brief contains twenty-four (24) pages, which complies with the page limit set by Judge Jesus G. Bernal's Standing Order dated October 30, 2023.

Dated: February 18, 2025

Respectfully submitted,

**CLARKSON LAW FIRM, P.C.**

/s/ Bryan P. Thompson  
Bryan P. Thompson, Esq.

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*Counsel for Plaintiffs & the Proposed Classes*

**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

**JOINT DECLARATION OF  
PLAINTIFFS' COUNSEL YANA  
HART AND BRYAN P. THOMPSON  
IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information**

Date: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

**JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART AND  
BRYAN P. THOMPSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**

**JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART AND**  
**BRYAN P. THOMPSON**

We, Yana Hart and Bryan P. Thompson declare as follows:

1. We are attorneys from one of the two firms retained as Plaintiffs' Counsel in this action. We respectfully submit this joint declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement in this litigation. Except with respect to our biographies or as otherwise noted, we each have personal knowledge of the facts set forth below and could testify competently to them if called upon to do so. If called as witnesses, we would and could competently testify to all facts within our personal knowledge set forth herein.

2. We submit this joint declaration, as opposed to individual declarations, to decrease relatively duplicate or similar filings before this Court.

3. I, Yana Hart, am a member in good standing of the bar of the State of California, and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a partner at Clarkson Law Firm, P.C. ("Clarkson"), the director of Data Privacy Litigation at Clarkson Law Firm, and have litigated highly complex consumer actions for nearly a decade.

4. I, Bryan P. Thompson, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a Counsel at Clarkson, where my practice is focused on data privacy and complex consumer class actions, and have litigated complex consumer actions for over a decade.

5. This litigation alleges that Defendant systematically violated the medical privacy rights of its patients by exposing their highly sensitive personal information without knowledge or consent to Meta Platform Inc. d/b/a Facebook

1 (“**Meta**” or “**Facebook**”) and Google, via tracking and collection tools surreptitiously  
2 enabled on Defendant’s website(s)

3 6. Parties agreed to engage Martin F. Scheinman, Esq. of Scheinman  
4 Arbitration and Mediation Services to facilitate exploration of settlement. The parties  
5 additionally engaged in informal discovery and exchanged information prior to and  
6 during the mediation in the furtherance of a settlement. The parties then participated  
7 in mediation, reached a settlement in principle, continued negotiations thereafter with  
8 the assistance of the mediator, negotiated the terms of the Settlement, and reduced  
9 the terms of their settlement to writing in the form of the Class Action Settlement  
10 Agreement and Release (“**Settlement**” or “**SA**”). **Exhibit A, Settlement Agreement.**

11 7. The Settlement is the product of arduous, arm’s-length negotiations  
12 between experienced counsel, after comprehensive investigation and exchange of  
13 information, mediation with Martin F. Scheinman, Esq., as well as extensive meet  
14 and confers and negotiations undertaken in finalizing the myriad of Settlement  
15 details.

16 8. In our opinion, the Settlement provides substantial benefits to the Class,  
17 eliminates the costs and burdens of continued litigation, and fully accomplishes  
18 Plaintiffs’ goals in bringing this Action.

19 9. The Settlement secures a significant recovery for the putative Class  
20 Members and is superior to the results achieved in many comparable data privacy  
21 cases.

22 10. Pursuant to the Settlement, Eisenhower will pay \$875,000 into a non-  
23 reversionary Settlement Fund that will be used to pay (i) all Administrative Expenses;  
24 (ii) any Taxes; (iii) any Cash Compensation to Settlement Class Members, (iv) any  
25 court-approved Service Awards; and (v) any court-approved attorneys’ fees and  
26 costs.

27  
28 **JOINT DECLARATION OF PLAINTIFFS’ COUNSEL YANA HART AND  
BRYAN P. THOMPSON IN SUPPORT OF PLAINTIFFS’ UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**



1 11. The Parties continued negotiating the many details of the Settlement for  
2 months following the mediation, including the language of the Settlement and the  
3 related comprehensive exhibits.

4 12. During this time, Class Counsel solicited competing bids and negotiated  
5 with several separate third-party administrators for settlement notice and  
6 administration. Following an in-depth evaluation of all the available bids, Class  
7 Counsel determined appoint EAG Gulf Coast LLC (“EAG”) bid to be the most  
8 competitive and in the best interests of the Class and ultimately negotiated an  
9 agreement with EAG.

10 13. EAG estimated that settlement administration costs would be \$74,972,  
11 including postage, based on a 10% claims rate. In addition to managing the notice  
12 program and receiving and processing claims and opt-outs, this estimate includes  
13 EAG maintaining the Settlement Website containing links to the Notice, Claim Form,  
14 and all other relevant Settlement documents.

15 14. During the Settlement negotiations, the Parties deferred any discussion  
16 concerning attorneys’ fees, costs and expenses, and the maximum Service Payments  
17 to be sought by the proposed Class Representatives until after reaching an agreement  
18 on all material terms of the Settlement.

19 15. All negotiations were conducted at arm’s length, in good faith, free of  
20 any collusion, and under the supervision of Martin F. Scheinman, Esq.

21 16. In Class Counsels’ opinion, the risk, expense, and complexity of further  
22 litigation is significant. Although Class Counsel are confident that they would  
23 succeed if this case proceeded to trial, they believe that this effort would entail  
24 substantial time, expense, and risk.

25 17. Class Counsel further believe that were this case not to resolve,  
26 Eisenhower’s counsel, who are among the most preeminent attorneys in the data  
27

1 privacy field with one of the largest law firms in the country, would aggressively  
2 litigate this case at the pleadings stage, summary judgment, class certification, and  
3 trial.

4 18. For Plaintiffs to succeed at any of these points would come at a  
5 considerable expense from expert reports and litigating numerous factual and legal  
6 issues regarding liability, damages, and injunctive relief.

7 19. Class Counsel believe that the monetary and non-monetary benefits  
8 available under the Settlement are substantial and adequately address the type of  
9 injuries and repercussions from a data privacy violation, such as the allegedly  
10 unlawful use of the Meta Pixel that is at the heart of the claims in this litigation.

11 20. Further, the monetary benefits are commensurate with or better than  
12 similar data privacy settlement precedents nationwide.

13 21. Proposed Class Counsel are lawyers deeply experienced in prosecuting  
14 class action litigation, including consumer class actions, privacy cases, and thus are  
15 qualified to serve as lead counsel on behalf of the Settlement Class.

16 22. In Class Counsel's opinion, throughout the Action, proposed Class  
17 Representatives B.K and N.Z. did everything they could to represent the interests of  
18 the Class. They provided extensive information regarding the harm they suffered as  
19 a result of the violation of their medical privacy rights, including providing all  
20 necessary paperwork and documents. B.K and N.Z. participated in this litigation from  
21 its inception through settlement discussions, promptly responding to attorney  
22 inquiries for further information and communicating with my firm to remain up to  
23 date on the status of the litigation. B.K and N.Z. also reviewed and approved  
24 documents including the Complaint and approved the terms of the Settlement and  
25 reviewed and approved the Settlement Agreement. Class Counsel also believes B.K  
26  
27

and N.Z. will continue to act in the best interests of the other Class Members. There are no conflicts between B.K and N.Z. and the Settlement Class.

23. Based on the facts of this matter, the Settlement, and their experience, Class Counsel anticipates the claims rate will be between 1% to 4%, which is consistent, if not greater, than other similar data privacy settlements.

24. Other data privacy settlements have resulted in the following claims rates:

Case Title	Approx. Class Size	No. of Claims	Claims Rate
<i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i> , BC589243 (Cal. Super. Ct.)	4,500,000	108,736	~2.4%
<i>In re Premera Blue Cross Customer Data Security Breach Litigation</i> , No. 3:15-md-2633 (D. Or.), ECF 273 at 12-13 & ECF 301 at ¶ 13	8,855,764	803,710	~9.1%
<i>Cochran, et al. v. The Kroger Co. et al.</i> , No. 5:21-cv-01887-EJD (N.D. Cal.)	3.78M	86,390	~2.3%
<i>21<sup>st</sup> Century Oncology Customer Data Security Breach Litig.</i> Case No. 16-md-2737-MSS-AEP (M.D. Fla.)	2.2M	54,759	~2.5%
<i>Premera Blue Cross Data Breach Litig.</i> Case No. 3:15-md-2633-SI (D. Or.)	8.67M	911.6K	~10.5%
<i>Kesner, et al. v. UMass Mem'l Health Care, Inc.</i> , No. 2185-cv-01210 (Mass. Super. Ct.)	208,325	6,333	~3%
<i>Harbour, et el. v California Health &amp; Wellness Plan, et al.</i> , No. 5:21-cv-03322-EJD (N.D. Cal.)	1.40M	35,257	~2.5%
<i>In re Fitzgibbon Hospital Data Security Incident Litig.</i> , 23SA-CV00020 (Mo. Cir. Ct.)	112,072	805	~.7%
<i>In re Forefront Dermatology Data Breach Litig.</i> , No. 21-cv-887 (E.D. Wis.)	2.4M	35,349	~1.4%

25. Eisenhower Medical Center (“EMC”) has agreed to provide the Settlement Administrator with all available Class Member email addresses, and it has

JOINT DECLARATION OF PLAINTIFFS’ COUNSEL YANA HART AND  
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1 stated that it expects that a large majority (if not all) of Class Members will receive  
2 the Summary Notice via email, as it has what it believes to be valid email address for  
3 nearly all Class Members. For those who do not have a valid email address, or where  
4 the email bounces back, notice will be sent via U.S. mail, which EMC also indicated  
5 it has current mailing addresses for nearly all class members.

6 26. Class Counsel have entered into a fee sharing agreement which  
7 stipulates that any fees awarded by the Court shall be split evenly among the two  
8 Class Counsel law firms. Each client/proposed Class Representative has provided  
9 their written consent to the fee splitting agreement. Class Counsel will make  
10 supporting documentation available to the Court *in camera* upon request.

11 27. Notice of any changes to the Final Fairness Hearing and notice of entry  
12 of final judgment promptly will be indicated on the Settlement Website.

13 **CLASS COUNSEL'S EXPERIENCE**

14 28. **Clarkson Law Firm, P.C.** Yana Hart and Bryan P. Thompson  
15 individually attest as to matters set forth in this Paragraph:

16 29. Yana Hart individually attests to matters set forth in this Paragraph:

17 a. I am a partner at Clarkson, and director of Clarkson's Data  
18 Privacy Litigation Department, spearheading cutting-edge privacy cases. I have  
19 litigated complex consumer class actions for nearly a decade and regularly litigate  
20 data breach and data misuse cases involving highly sensitive medical, financial, and  
21 personal information. Examples of such cases include:

- 22 • *Baton et al. v. Ledger SAS et al.*, No. 21-17036, 2022 WL 17352192 (9th  
23 Cir. 2022) (obtaining a reversal of a district court's dismissal of data  
24 breach action on jurisdictional grounds, and subsequently obtaining a  
25 denial of a motion to dismiss on the merits);

- 1 • *M.M., et al. v. Los Angeles Unified School District, No. 22STCV37822*  
2 (Super. Ct. L.A. County Feb. 28, 2023) (obtaining order overruling  
3 demurrer of vendor defendant as co-lead counsel in a data breach  
4 involving minors' medical and other sensitive records);
- 5 • *C.M., et al. v. MarinHealth Medical Group, Inc., No 3:23-cv-04179-*  
6 *WHO* (N.D. Cal Aug. 16, 2023) (litigating against different medical  
7 entities in a privacy misuse and obtaining favorable motion to dismiss  
8 order, denying to dismiss all but one claim, and reaching a settlement);
- 9 • *Saeedy, et al., v. Microsoft Corporation* (County of King, WA 2024)  
10 (litigating surreptitious tracking of users' internet browsing activity);
- 11 • *Hasson v. Comcast Cable Communications, LLC, 2:23-cv-05039-JMY*  
12 (E.D. Pa. 2023) (Clarkson is appointed to the Plaintiffs' executive  
13 committee of the MDL data breach involving disclosure of individuals'  
14 names, usernames, passwords, partial SSN, security questions and  
15 answers, and other PII);
- 16 • *In re: Samsung Customer Data Security Breach Litigation, 1:23-md-*  
17 *03055-CPO-EAP* (Clarkson was appointed to the Plaintiffs' executive  
18 committee of the MDL data breach involving disclosure of sensitive  
19 information of millions of Americans).
- 20 • *Faulker, et al. v. MoneyGram Payment Systems, Inc. and MoneyGram*  
21 *International, Inc. Case 3:24-CV-2557-X* (N.D. Texas, Feb. 12, 2025)  
22 (Clarkson appointed to the Plaintiffs' Executive Committee in a  
23 consolidated action regarding a significant data breach).
- 24 • *In re Dropbox Sign Data Breach Litigation, No. 4:24-cv-02637-JSW,*  
25 *Dkt. 41* (N.D. Cal. Oct. 9, 2024) (Yana Hart appointed as Co-Lead Class  
26  
27  
28

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JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART AND  
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1 Counsel in a data breach case involving disclosure of sensitive and  
2 private information).

3 b. In addition to privacy cases, I have a substantial background in  
4 litigating complex class and individual actions on behalf of consumers across the  
5 nation. I have litigated hundreds of complex matters on both an individual and  
6 collective basis in matters involving privacy, identity theft, false advertising, and  
7 other consumer-related statutes under state and federal laws. See e.g., *Gunaratna v.*  
8 *Dennis Gross Cosmetology LLC*, No. CV 20- 2311-MWF (GJSx), 2023 WL  
9 5505052, at \*24 (C.D. Cal. Apr. 4, 2023) (after arduous three-plus year litigation led  
10 by Ms. Hart, the court in granting a contentious class certification stated, “it is clear  
11 to the Court that [Ms. Hart along with her team] are experienced, knowledgeable, and  
12 competent; that they will zealously advocate on behalf of the class; and that they will  
13 dedicate substantial time and resources to litigating this action.”); see also *Kandel,*  
14 *et. al., v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967-ER (S.D.N.Y. 2024)  
15 (obtaining final approval on behalf of the nationwide class in a false labeling case  
16 resulting in a nearly 24% claims rate, and a recovery of 70% of an average purchase  
17 price of the products); *Prescod v. Celsius Holdings, Inc.*, No. 19STCV09321 2021  
18 WL 5234499, at \*27 (Aug. 2, 2021) (successfully opposing two appellate writs in  
19 favor of consumers resulting in a nationwide settlement before Hon. Kenneth  
20 Freeman); *Salazar v. Target Corporation*, 83 Cal.App.5th 571 (2022) (obtaining a  
21 reversal on appeal of an order sustaining a demurrer). A copy of Clarkson Law Firm’s  
22 firm resume is attached hereto as **Exhibit B**.

23 c. In sum, I have and continue to zealously advocate a developed profile  
24 of privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and  
25 data breaches, in addition to many other types of consumer class actions. Clarkson’s  
26 breadth of experience in the prosecution of class actions, including data breach and  
27

28  
JOINT DECLARATION OF PLAINTIFFS’ COUNSEL YANA HART AND  
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1 privacy lawsuits such as this action, renders it adequate to represent the proposed  
2 Settlement Class.

3 d. This experience demonstrates that we are well-qualified to serve as  
4 Settlement Class Counsel in this matter along with co-counsel.

5 30. Bryan P. Thompson individually attest as to matters set forth in this  
6 Paragraph:

7 31. I am a Counsel at Clarkson, where my practice focuses on data privacy  
8 and complex consumer class actions.

9 a. My experience in consumer protection and data privacy is extensive. I  
10 was appointed to the Plaintiffs' Steering Committee ("PSC") for the *In Re: TikTok:*  
11 *In App Brower Multidistrict Litigation* (MDL 2948-A, 24-cv-2110, N.D. Ill). In  
12 finding the committee and Mr. Thompson's appointment to the committee sufficient,  
13 Judge Pallmeyer found that "[a]ll of the proposed PSC members' written submissions  
14 and oral presentations demonstrate that they are capable and experienced attorneys  
15 who will responsibly and fairly represent all Plaintiffs in the putative classes." (*In*  
16 *Re: TikTok: In App Browser Multidistrict Litigation*, Dkt. # 2, pg. 2).

17 b. I was also heavily involved with the Plaintiff's Steering Committee in  
18 the LastPass Data Breach litigation, *In re LastPass Data Security Incident Litigation*,  
19 22-cv-12047 (U.S. District Court of Massachusetts). While not formally appointed to  
20 the PSC, I collaborated with the PSC on plaintiff vetting, assisted in drafting the  
21 Consolidated Complaint, determining damages, reviewing Article III standing issues,  
22 contributing to briefing, attending court hearings and all PSC meetings, and otherwise  
23 working with lead counsel to efficiently advance the case.

24 c. I am a Certified Information Privacy Professional ("CIPP/US") through  
25 the International Association of Privacy Professionals. I regularly present continuing  
26 legal education courses on consumer law and data privacy topics and have held  
27

28  
JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART AND  
BRYAN P. THOMPSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED  
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1 leadership positions in legal and consumer-focused groups. These include serving as  
2 Illinois State Chair of the National Association of Consumer Advocates, membership  
3 on the National Association of Consumer Advocates Ethics and Judicial Committees,  
4 Chair of the Chicago Bar Association Consumer Law Committee, appointments to  
5 the Illinois State Bar Association Committees on the Delivery of Legal Services and  
6 the Information and Privacy Security Law Section Council, and have also been  
7 elected to the Illinois State Bar Association's Assembly. Since 2020, I have been  
8 recognized as a Super Lawyer "Rising Star" by *Chicago Magazine*.

9 d. I have served as counsel or lead counsel in hundreds of consumer  
10 protection cases, primarily focusing on federal and state statutes such as the Fair Debt  
11 Collection Practices Act, the Fair Credit Reporting Act, state consumer fraud acts,  
12 and other areas of commercial and consumer litigation, both individually and on a  
13 class-wide basis.

14  
15 We declare, under penalty of perjury under the laws of the State of California,  
16 that the foregoing is true and correct.

17  
18 Executed this February 18, 2025, in San Diego, California.

19  
20 /s/ Yana Hart

21 Yana Hart

22 Executed this February 18, 2025, in Chicago, Illinois.

23  
24 /s/ Bryan P. Thompson

25 Bryan P. Thompson

26  
27  
28 **JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART AND  
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# EXHIBIT A

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

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

**Settlement Agreement**

**CLARKSON LAW FIRM, P.C.**

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*Counsel for Plaintiffs and the Proposed Class*

*[Additional counsel listed on signature page]*

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

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

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

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

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

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

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

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

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

22 13. The Settlement Fund: Defendant agrees to make a payment of Eight  
23 Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) and deposit  
24 that payment into the Settlement Fund as follows: (i) reasonable anticipated  
25 Administration Costs (the "Initial Payment") no later than thirty (30) Days after entry  
26 of the Preliminary Approval Order; and (ii) the balance of the Settlement Fund—*i.e.*,  
27 Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) less the  
28 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*

1 Teresa C. Chow  
2 **BAKER & HOSTETLER LLP**  
3 1900 Avenue of the Stars, Suite 2700  
4 Los Angeles, CA 90067-4508  
5 Telephone: 310.820.8800  
6 Facsimile: 310.820.8859  
7 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.

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

Dated: February 18, 2025

**CLARKSON LAW FIRM P.C.**

By: 

RYAN J. CLARKSON

YANA A. HART

BRYAN P. THOMPSON

Dated: February 17, 2025

**ALMEIDA LAW GROUP LLC**


By: 

MATTHEW J. LANGLEY

*Attorneys for Plaintiffs and the Proposed Class*


Dated: February 17, 2025

**PLAINTIFF B.K.**

  
B.K.

Dated: February 17, 2025

**PLAINTIFF N.Z.**

  
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

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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.

<b>OPT OUT OF THE SETTLEMENT BY [60 DAYS AFTER THE NOTICE DATE]</b>	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.
<b>DO NOTHING</b>	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.

**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**

**BASIC INFORMATION..... PAGE 1**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a Settlement?

**WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 2**

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ..... PAGE 2**

7. What does the Settlement provide?
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9. How do I get benefits from the Settlement?
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12. Do I need to do anything to remain in the Settlement?
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**THE COURT’S FINAL APPROVAL HEARING ..... PAGE 6**

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**GETTING MORE INFORMATION..... PAGE 7**

22. Are more details about the Settlement available?
23. How do I get more information?

## **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]**.

SETTLEMENT ADMINISTRATOR
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 [redacted] 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 [redacted]**, 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.XXXXXXXXXXXXXX.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.XXXXXXXXXXXXXX.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.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.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**, 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**

**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)

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

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

All identifiable individuals who 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.

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

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

6. The Court preliminarily finds, solely for purposes of considering this Settlement, with respect to the non-monetary equitable relief portions of the Settlement Agreement specified in section V thereof, that: (a) the number of 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



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,  
28

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.

6  
7 **IT IS SO ORDERED.**

8  
9  
10 Dated: \_\_\_\_\_

\_\_\_\_\_  
11 HONORABLE JESUS G. BERNAL  
12 UNITED STATES DISTRICT  
13 JUDGE  
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# **EXHIBIT F**

**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 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;





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

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

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

- 25          a. The Settlement Class is so numerous that joinder of all members is  
26 impracticable;  
27          b. There are questions of law or fact common to the Settlement Class;  
28



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")

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

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

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

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

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

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

22        21. Based upon claims received as of the date of this Order, the Parties expect  
23 approximately \$ [REDACTED] of the gross settlement fund to be available for *cy pres*  
24 distribution to appropriate charitable organizations identified by the parties and  
25 approved by the Court. The Court hereby approves awards of [insert details of *cy pres*  
26 awards]. The Parties may adjust these awards upwards or downwards as necessary to  
27 fully exhaust (but not exceed) the amounts available for distribution after payment of  
28 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

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

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

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

36. Nothing in this Order shall preclude any action before this Court to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant make payments to participating Settlement 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: \_\_\_\_\_

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14 HON. JESUS G. BERNAL  
15 UNITED STATES DISTRICT JUDGE  
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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] FINAL  
JUDGMENT**

## Hearing Information

Date:                     , 2025

Time: 9:00 a.m.

Location: Courtroom 1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024





# EXHIBIT B

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

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

**Clarkson's Firm Resume**



Clarkson is a public interest law firm headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success is fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements — from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions — our track record speaks for itself.

#representmore

## NOTABLE CASES

### Data Breach and Privacy Actions

*Faulkner v. MoneyGram Payment Systems, Inc.*, No. 3:24-cv-02557-X (N.D. Texas Oct. 10, 2024) (Clarkson Law Firm appointed to the Plaintiffs' Executive Committee in a consolidated action regarding a significant data breach).

*In re Dropbox Sign Data Breach Litigation*, No. 4:24-cv-02637-JSW (N.D. Cal. May 2, 2024) (Clarkson Law Firm appointed as Co-Lead Class Counsel in a data breach case involving disclosure of sensitive and private information).

*Heath, et al. v. Keenan & Associates*, No. 24STCV03018 (Super. Ct. L.A. County, Feb. 2, 2024) (data breach involving sensitive financial and medical information)

*C.M., et al. v. MarinHealth Medical Group, Inc.*, No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023) (successfully overcoming a motion to dismiss on nearly all counts except one, in a case involving misuse and unauthorized disclosure of medical information).

*Hall, et al. v. Los Angeles Unified School District*, Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023) (class action against LAUSD for data breach compromising highly sensitive information, including minor students' medical and psychological assessments).



*Hasson v. Comcast Cable Communications, LLC*, 2:23-cv-05039-JMY (E.D. Pa. 2023) (Clarkson Law Firm appointed to Plaintiffs' Steering Committee following contested leadership motion briefing in an MDL data breach).

*B.K. et. al. v. Desert Care Network, et. al.*, Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023) (class action against medical providers for data privacy violations, including transmission of personally identifiable information and private health information to unauthorized third parties, such as Facebook).

*Baton v. Sas*, Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022) (reversal of district court's erroneous dismissal of data breach action on jurisdictional grounds).

*In Re: Samsung Customer Data Security Breach Litigation*, Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055 (class action against Samsung for data breach of millions of users' sensitive and confidential personally identifiable information).

*In Re: Tik Tok Inc., Consumer Privacy Litigation*, MDL No. 2948 (represented hundreds of clients in connection with unauthorized transmission of private data, including unpublished private videos and images).

*Ryan v. Ticketmaster, LLC et al.*, No. 2:24-cv-04482 (N.D. Cal.) (first filed action in the country against Ticketmaster in connection with their massive data breach affecting over 500 million victims).

## False and Deceptive Advertising Class Actions

*Kandel, et al., v. Dr. Dennis Gross Skincare, LLC*, Case No. 1:23-cv-01967-ER (S.D.N.Y. 2024) (Clarkson Law Firm appointed as Class Counsel in a false labeling case, in which Clarkson obtained a final approval for \$9.2 million on behalf of the nationwide class);

*Prescott v. Bayer Healthcare, LLC*, Case No. 20-cv-00102-NC (N.D. Cal) (false labeling and advertisement of products as "Mineral-based;" Clarkson Law Firm appointed Class Counsel and final approval of \$2.25 million nationwide class settlement granted by Hon. Nathanael M. Cousins on December 15, 2021);

*Swetz v. GSK Consumer Health*, 2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021) (false labeling and advertisement of products as "100% Natural" and "Clinically proven to curb cravings;" Clarkson Law Firm appointed Class Counsel and final approval of \$6.5 million nationwide class granted by Hon. Nelson S. Roman on November 22, 2021);

*O'Brien and Kipikasha v. Sunshine Makers, Inc.*, San Bernardino Superior Court, Case No. CIVSB2027994 (Sept. 21, 2021) (false labeling and advertisement of products as "Non-Toxic;" Clarkson Law Firm appointed Class Counsel and final approval of \$4.35 million nationwide class granted

by Hon. David Cohn on September 21, 2021);

*Prescod v. Celsius Holdings, Inc.*, Los Angeles Superior Court, Case No. 19STCV09321, 2021 Cal. Super. LEXIS 8246 (Aug. 2, 2021) (false labeling and advertisement of products as having “No Preservatives;” class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Kenneth Freeman on August 2, 2021);

*Mateski, et al. v. Just Born, Inc.*, San Bernardino Superior Court, Case No. CIVDS1926742 (unlawful and deceptive packaging of movie theater box candy; appointment of Clarkson Law Firm as Class Counsel and final approval of \$3.3 million nationwide class granted by Hon. David Cohn on December 15, 2020);

*Thomas v. Nestle USA, Inc.*, Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291 (unlawful and deceptive packaging of box candy; class certification granted by Hon. Daniel J. Buckley on April 29, 2020);

*Escobar v. Just Born, Inc.*, Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.) (unlawful and deceptive packaging of movie theater box candy; class certification granted; appointment of Clarkson Law Firm as Class Counsel and final approval of \$3.3 million nationwide class granted by Hon. Judge Terry J. Hatter, Jr. on December 15, 2020);

*Skinner v. Ken’s Foods, Inc.*, Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019) (unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys’ fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken’s label changes).

*Iglesias v. Ferrara Candy Co.*, Case No. 3:17-cv-00849-VC (N.D. Cal.) (unlawful and deceptive packaging of movie theater box candy products; Clarkson Law Firm appointed Class Counsel and final approval of \$2.5 million nationwide class granted by the Hon. Vince Chhabria on October 31, 2018);

*Tsuchiyama v. Taste of Nature*, Los Angeles Superior Court, Case No. BC651252 (unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018);

*Amiri, et al. v. My Pillow, Inc.*, San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018) (United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson Law Firm appointed Class Counsel on February 26, 2018);

*Garcia v. Iovate et al.*, Santa Barbara Superior Court, Case No. 1402915. (false labeling and advertising of the popular “Hydroxycut” weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold to a total settlement value of over \$10 million);

*Morales, et al. v. Kraft Foods Group, Inc.*, 2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015) (California class action against the world’s second largest food and beverage company for falsely advertising and mislabeling “natural” cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015);

## Other Notable Cases

*Fluoroquinolone Antibiotic Cases* – Mr. Clarkson was the first plaintiff attorney in the country to represent clients in connection with claims involving permanent and disabling nerve damage caused by Levaquin, Cipro, and Avelox manufactured by Johnson & Johnson and Bayer Pharmaceuticals. Mr. Clarkson represented dozens of clients across the country.

## OUR TEAM

### Ryan J. Clarkson

Mr. Clarkson is Managing Partner of Clarkson. Mr. Clarkson focuses his practice on public interest class and collective actions involving privacy, data misuse, unfair competition, false advertising, defective products, and illegal employment practices. Prior to founding Clarkson, Mr. Clarkson practiced consumer class action law at a prominent firm in Los Angeles, where he exclusively litigated consumer class actions against pharmaceutical companies, insurance carriers, food manufacturers, and other consumer goods manufacturers. Prior to that, Mr. Clarkson worked for over five years as an associate, summer associate, and law clerk at Dykema Gossett, PLLC.

Mr. Clarkson is admitted to the State Bars of California, Michigan, and New York. He is also a member of the bars of the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California, the Eastern and Western Districts of Michigan, the Southern and Eastern Districts of New York, as well as the United States Courts of Appeals for the Ninth, Sixth, and Second Circuits, and the Supreme Court of the United States.

Mr. Clarkson graduated from Michigan State University School of Law, *summa cum laude* in 2005 and graduated from the University of Michigan at Ann Arbor in 1999 with a B.A.

Mr. Clarkson is a member of the Board of Directors (emeritus) of the Los

Angeles Trial Lawyers' Charities as well as a member of Consumer Attorneys of California, Consumers Attorneys Association of Los Angeles, American Association for Justice, and Public Justice.

## Shireen M. Clarkson

Ms. Clarkson is a Senior Partner at Clarkson. Ms. Clarkson focuses her practice on consumer class actions in the areas of food labeling, pharmaceutical drugs, cosmetics, exercise gear, supplements, and other consumer products. Prior to joining Clarkson, Ms. Clarkson practiced law at a prominent Southern California class action firm where she exclusively litigated consumer class actions and mass torts cases against pharmaceutical companies, insurance carriers, food manufacturers, and other consumer goods manufacturers.

Ms. Clarkson is admitted to the State Bar of California, the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Ms. Clarkson graduated from the University of California Hastings College of the Law in 2004. In 2000, Ms. Clarkson graduated with honors from University of California, Santa Barbara where she earned a B.A.

## Glenn A. Danas

Mr. Danas is a Partner at Clarkson. Mr. Danas concentrates on appellate, class action and PAGA litigation. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Prior to that, Mr. Danas was partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct. (Marshalls of CA, LLC)*, 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014).

Mr. Danas has received numerous awards, including having been named as one of the Top 20 Lawyers Under 40 in California (Daily Journal), one of the Top 100 Lawyers in California (Daily Journal), received the California Lawyer Attorney of the Year (CLAY) award, and one of the Top 500 Civil Rights Lawyers in the country (Law Dragon, 2021 and 2022).

Mr. Danas is admitted to practice in California, and is also a member of the bars of the United States Supreme Court, the United States Courts of Appeals for the Second, Third, Eighth and Ninth Circuits, and the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

Mr. Danas graduated from Emory University School of Law, *with honors* in 2001, and was a board member of the Emory Law Journal. Mr. Danas also graduated



from Cornell University in 1998 with a B.S. in Industrial and Labor Relations. Following law school, Mr. Danas was a law clerk to the Hon. U.W. Clemon, Chief Judge of the Northern District of Alabama. Mr. Danas entered private practice as an associate at Shearman & Sterling LLP in New York City, where he worked primarily on antitrust and securities litigation.

Mr. Danas is a bar-certified specialist in Appellate Law. He is also a member of the Executive Committee for the CLA Labor and Employment Section; on the CLA Committee on Appellate Courts; one of the members of Law360's Editorial Advisory Panel for Appellate Litigation, and a member of LACBA's State Appellate Judicial Evaluation Committee, helping evaluate new appellate judicial appointments for the Governor of California.

## Arthur H. Bryant

Arthur H. Bryant is a Partner at Clarkson and head of the firm's Title IX practice area. Twice named one of the "100 Most Influential Attorneys in America" by the National Law Journal, Arthur brings to Clarkson over 40 years of experience fighting for plaintiffs' rights, having won major victories and established precedents in constitutional law, consumer protection, civil rights, workers' rights, toxic torts, access to justice, class actions, and mass torts throughout his career.

Arthur is the former Chairman and Executive Director of Public Justice, a national public interest law firm, where he built the office from the ground up — from serving as its sole staff attorney in 1984, to being named Executive Director in 1987, and eventually Chairman in 2014.

Arthur is a graduate of Swarthmore College and Harvard Law School, where he was captain of the Ames Moot Court Championship Team — one of the nation's most prestigious competitions for appellate brief writing and advocacy.

## Christina M. Le

Christina M. Le is a Partner at Clarkson, and a seasoned legal practitioner focused on championing the rights of employees and individuals in employment and class action matters. Ms. Le specializes in handling a wide range of employment claims in state and federal courts, including wrongful termination, pay and overtime, workplace retaliation, discrimination and harassment, accommodations, leaves of absence, separation, severance, and more. Ms. Le is also experienced in handling class action claims involving employment, wage and hour, consumer, product liability, and business fraud issues.

Since she started practicing law in 2005, Ms. Le has been a powerful advocate for her clients. Ms. Le first started her career as a defense attorney, working for several prominent local and national firms. Ms. Le later transitioned to plaintiff-side work, where she found her true calling as an advocate for employees and individuals, as she was representing the same

kinds of people she grew up with. Ms. Le is now focused solely on helping her clients fight the same big companies she used to represent. Her knowledge from working on the defense side gives her special insight that she uses to her clients' strategic advantage. With a track record of success and a commitment to empowering those in need, Ms. Le brings results to the table, obtaining multi-million dollars in recovery for her clients in employment and other plaintiff side matters.

Ms. Le graduated from Loyola Law School in 2004 and the University of California, Berkeley, in 1999. Ms. Le is admitted to the State Bar of California, the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California, as well as the United States Courts of Appeals for the Ninth Circuit.

Ms. Le is a member of the National Employment Lawyer's Association, California Employment Lawyer's Association, Consumer Attorneys Association of Los Angeles, Los Angeles County Bar Association, and Vietnamese Bar Association of Southern California. Ms. Le is often called upon by these organizations to speak as an expert in employment and class action topics. Ms. Le is also a Board Member of the West Los Angeles Chapter of the Red Cross.

## Timothy K. Giordano

Mr. Giordano is a Partner at Clarkson. Mr. Giordano focusing his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law. Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps, Slate, Meagher & Flom LLP, as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

## Tracey Cowan

Ms. Cowan is a Partner at Clarkson. Ms. Cowan is head of the Sexual Assault practice area. She has managed hundreds of cases involving sexual assault, harassment, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

Outside of the sexual assault practice, Ms. Cowan works on matters involving fertility negligence and fraud, civil rights issues, financial crimes disputes, and complex civil litigation. Ms. Cowan was previously a Partner at Peiffer Wolf in San Francisco, where she helped pioneer the embryo loss practice group, a burgeoning area of the law. She served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut of IVF clinic misconduct, from switched embryo cases to embryo loss and destruction. Prior to working at Peiffer Wolf, Ms. Cowan was an associate in the San Francisco office of one of the largest international corporate law firms. There, her practice focused on complex civil litigation, competition matters, and civil rights issues.

Ms. Cowan graduated from Northwestern University School of Law with honors and on the Dean's List. She was the Submissions Editor for the *Northwestern Journal of Technology and Intellectual Property*. While at Northwestern, she worked as a volunteer mediator, certified through the Center for Conflict Resolution, for the Cook County Court System. A passionate advocate for prisoners' rights, Ms. Cowan also successfully petitioned for the release of a parolee under the Illinois C-Number Program. Prior to that, Ms. Cowan graduated with honors from New York University, where she was the recipient of the Hillary Citrin Award for an Honors Thesis of Outstanding Excellence. She also worked at New York University in the Psychology department as a research scientist and lab manager, and her work in the field of visual perception has been published on multiple occasions.

As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including CNN.com and Sing Tao USA. She has also made multiple television appearances including on FOX, ABX, and CBS. In 2019, Ms. Cowan received the Unity Award from the Minority Bar Coalition for her work with the Jewish Bar Association of San Francisco.

Ms. Cowan is admitted to the State Bar of California. She is also a member of the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California and the Ninth Circuit Court of Appeals.



## Kristin Simplicio

Ms. Simplicio is a Partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safier LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

Ms. Simplicio graduated *cum laude* from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her bachelor's degree from McGill University in 1999.

Ms. Simplicio is admitted to the bars of the State of California and the District of Columbia. She is a member of the Supreme Court Bar, and the bars of the First, Fourth, Ninth, and Eleventh Circuits. In addition, she is admitted to practice in the bars of the Northern, Eastern, and Central District of California, the District of Columbia.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

## Ashley Boulton

Ms. Boulton is Counsel at Clarkson specializing in appellate litigation. She draws on her experience as a former Ninth Circuit judicial law clerk and as a civil litigation partner with nearly a decade of experience to effectively navigate the complexities of appellate litigation in both state and federal court.

Prior to joining Clarkson, Ms. Boulton was a Partner at Downey Brand LLP, the Sacramento region's largest law firm. There, her practice focused on complex business and food and agriculture litigation. She also served as a law clerk for the Honorable Consuelo M. Callahan on the U.S. Court of Appeals for the Ninth Circuit for two years.

Ms. Boulton graduated from University of the Pacific, McGeorge School of Law, with great distinction, in 2012. While there, she was an editor of the *McGeorge Law Review* and on the Moot Court Honors Board. Prior to that, Ms. Boulton graduated from University of California, Santa Barbara with honors in 2008 with a B.A. in Law and Society, and a minor in English.

Ms. Boulton is admitted to practice in California and is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, and the United

States District Courts for the Central, Northern, and Eastern Districts of California.

## Carey Alexander

Mr. Alexander is a Partner at Clarkson. His practice has spanned the breadth of consumer protection litigation. He has served as part of appointed leadership teams, steering numerous class actions representing consumers in state and federal courts throughout the United States. Courts have recognized his efforts on behalf of the classes he has represented, with Judge Castel of the Southern District of New York commending him for his “extensive experience in litigating data breach class actions in federal courts.” Carey has appeared on the Super Lawyers New York Metro Rising Stars list every year since 2016.

Mr. Alexander graduated *magna cum laude* from the St. John’s University School of Law, where he served as an editor of the Law Review. His note, *Abusive: Dodd-Frank Section 1031 and the Continuing Struggle to Protect Consumers*, 85 St. John’s L. Rev. 1105 (2012), has been cited in judicial opinions and in several legal journals, including the Harvard Law Review.

Before joining the bar, Mr. Alexander served as an editor of the widely acclaimed consumer-advocacy blog, The Consumerist, and served as a policy advisor to the Borough President of Bronx, New York. Mr. Alexander also worked as part of the National Campaign to Restore Civil Rights and participated in the Fellowship for Emerging Leaders in Public Service at NYU’s Robert F. Wagner Graduate School of Public Service.

In his free time, Mr. Alexander serves as an appointed member of Manhattan’s Community Board 7 and the New York City Bar Association’s Consumer Affairs Committee.

## Bahar Sodaify

Bahar Sodaify is a Partner at Clarkson, where she leads the firm’s consumer class action practice, specializing in food, cosmetics, and other consumer product mislabeling cases. She is dedicated to protecting consumer rights and holding corporations accountable for deceptive practices.

Bahar has played a key role in securing major litigation victories, including serving as nationwide class counsel in one of the largest settlements for falsely labeled “no preservatives” food products and leading record-breaking settlements against major food manufacturers for deceptive packaging.

Before joining Clarkson, Bahar was a litigation associate at a Southern California personal injury firm, where she fought vigorously against insurance companies, multimillion-dollar corporations, and government entities. She helped recover millions of dollars for her clients and dedicated much of her practice to advocating for injured minors.

Bahar is admitted to the State Bar of California, as well as the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals. She also serves on the Steering Committee for the Consumer Goods Litigation Forum, where she helps shape the national conversation on consumer protection issues.

She earned her J.D. from Southwestern Law School in 2012, where she was a member of the Journal of International Law and The Children's Rights Clinic. She graduated summa cum laude from the University of California, Los Angeles, in 2009 with a B.A.

## Yana Hart

Ms. Hart is a Partner at Clarkson who has been primarily overseeing the privacy litigation department. Ms. Hart has always had a passion for helping individuals to access the justice system. After graduating with a J.D. as the Valedictorian of her class in 2015, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Prior to joining Clarkson, Ms. Hart worked for a prominent class action law firm in San Diego. During that time, Ms. Hart litigated over 300 consumer cases (inclusive of class actions and complex individual cases), focusing on the Fair Debt Collection Practices Act, Fair Credit Reporting Act, California Invasion of Privacy Act, Telephone Consumer Protection Act, and many other federal and California consumer statutes. Ms. Hart was able to obtain numerous favorable decisions, published on Lexis and/or Westlaw.

Several of Ms. Hart's legal articles were also published. Ms. Hart's article, *The Impact of Smith v. LoanMe on My Right to Privacy Against Recording Telephone Conversations*, was published in the Gavel magazine by the Orange County Trial Lawyers Association in October 2020. On March 30, 2021, Ms. Hart's article, *Stopping Collection Abuses in Medical Debt*, was published in Forum Magazine by the Consumer Attorneys of California.

Ms. Hart is admitted to the State Bars of California, Florida, and D.C. Ms. Hart is admitted in every district court in California, the Ninth Circuit Court of Appeals, and the U.S. Supreme Court.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. Ms. Hart is fluent in Russian.

## Bryan P. Thompson

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Bryan's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate court and handled hundreds of cases involving state and federal consumer protection laws.

He is admitted to practice to the State Bar of California and Illinois and all federal courts in Illinois, the Northern, Central and Eastern District of California, Southern District of Indiana, Eastern District of Wisconsin, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Bryan is active in contributing his time and expertise to bar associates, focusing on access to justice issues. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

## Celine Cohan

Ms. Cohan is Counsel at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.

## Sara Beller

Sara is a Senior Associate Attorney at Clarkson, and a seasoned trial attorney focused on seeking justice for sexual abuse survivors. Sara works within Clarkson's Sexual Assault practice area and specializes in championing the rights of children and adults who were sexually assaulted in various institutions, including public school districts, detention centers, and religious institutions. She is passionate about the pursuit of justice and giving a voice to communities' most vulnerable.

Sara graduated *cum laude* from Western State College of Law in 2016. During law school, she was a Dean's Fellow and Editor of the Western State Law Review. After law school, Sara started her career as a Deputy District Attorney with the Riverside County District Attorney's Office, assigned exclusively to the Sexual Assault and Child Abuse Unit. With an unwavering commitment to justice, she stood hand in hand with survivors of sexual abuse and took over 55

trials to verdict to assure that abusers were held accountable. Sara's tenacious trial advocacy resulted in her being named the Countywide Prosecutor of the Year twice throughout her career as a prosecutor. Prior to joining Clarkson, Sara worked at a national firm where she continued to seek justice civilly against sexual abusers and the institutions that house them.

As an experienced litigator, Sara has been requested as a guest speaker on numerous occasions to share her expertise on trial advocacy and sexual assault litigation. She has similarly acted as a guest instructor for various law enforcement departments on numerous occasions, providing instruction in forensic evidence, case investigation, and expert witness testimony.

## Alan Gudino

Alan Gudino is a Senior Associate Attorney at Clarkson. Mr. Gudino focuses his practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Before joining Clarkson, Mr. Gudino litigated auto fraud and lemon law cases under the California Consumers Legal Remedies Act and the California Song-Beverly Consumer Warranty Act. Prior to that, Mr. Gudino litigated consumer class actions under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and other federal and California consumer statutes.

Mr. Gudino is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Mr. Gudino earned his law degree from the University of San Diego School of Law, and he graduated with a degree in Political Science from the University of California, Santa Barbara. While in law school, Mr. Gudino earned the CALI Excellence for the Future Award in torts and the Witkin Award for Academic Excellence in legal research and writing. He was a member of the *San Diego International Law Journal* and a judicial extern for Associate Justice Terry B. O'Rourke of the California Court of Appeal, Fourth Appellate District, Division One. Following law school, Mr. Gudino worked as a law clerk to Associate Judge Kenneth L. Govendo of the Superior Court for the Northern Mariana Islands. Mr. Gudino is fluent in Spanish.

## Zarrina Ozari

Zarrina Ozari is a Senior Associate Attorney at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a "Rising Star" for her dedication to defending employees' rights.



Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

## Lauren Anderson

Lauren Anderson is a Senior Associate Attorney at Clarkson. Ms. Anderson focuses her practice on consumer class actions and other multi-party litigations in the areas of deceptive labeling of beauty and wellness products, as well as technology, data usage, and consumer rights.

Ms. Anderson is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Anderson earned her law degree in 2019 from the University of Southern California Gould School of Law. During law school, Ms. Anderson served for two years in the Student Bar Association. In 2015, Ms. Anderson earned her Bachelor of Arts degree in English from the University of Pennsylvania.

## Neda Saghafi

Neda Saghafi is a Senior Associate Attorney at Clarkson. As a bilingual attorney in English and Farsi, Neda represents a range of clients through multiple practice areas, including the firm's Title IX department. Neda empowers individuals to tell their stories using a client-centered philosophy that places the person at the heart of every matter. Effective and empathetic communication is the pillar of Neda's practice; she always remains responsive to her clients and helps them seamlessly navigate the complex legal system.

After law school, Neda clerked for one of seven judges on Maryland's highest court and was published in the Northeast University Law Review (*The American Declaration of the Rights and Duties of Man: Using a Human Rights Framework to Deconstruct Systemic Police Misconduct Against Low-Income Women of Color*, 10 NE.U.L.Rev. 502 (2018)). Prior to joining Clarkson, Neda's experience

included working in product liability matters related to pharmaceutical and biologics products and serving as an attorney and advocate on behalf of sexual abuse survivors.

Much of Neda's career has been focused on advocacy. She was a policy intern at the United Nations in the Ending Violence Against Women section and has worked alongside agencies advocating for survivors of trafficking and intimate partner violence. Neda is a Teach for America alumna, and a former advisory committee member for LifeBridge Health's Center for Hope.

Neda's pro bono legal work includes working with Catholic Charities and the Children's Law Center of Washington, D.C., and serving as pro-bono co-counsel with the ACLU of Louisiana in a federal civil rights action.

Neda earned her Juris Doctor from the University of Maryland Carey School of Law. She graduated with her B.S. in Business Administration, B.A. in Psychology, and a minor in Global Poverty and Practice from the University of California, Berkeley. She also received her Master's in Education from Johns Hopkins University. She is licensed to practice in multiple jurisdictions, including California, New York, and Maryland.

## Mark I. Richards

Mark Richards is a Senior Associate Attorney at Clarkson. Mr. Richards focus his practice on consumer class actions, data privacy, product liability, and automotive defect litigation. Mr. Richards prides himself on zealous advocacy that is tempered by respect for his legal opponents, recognizing that the most effective representation combines passionate client advocacy with professional courtesy and civility.

Mr. Richards earned his Juris Doctor from the University of California Hastings College of the Law in 2017 and his Bachelor of Arts in Political Science from the University of California, Berkeley in 2013.

During law school, Mr. Richards gained valuable experience through his externship with the Honorable Jacqueline Scott Corley in the Northern District of California and as a law clerk in the Corporate Fraud Section of the U.S. Attorney's Office. He served as an editor of the UC Hastings Business Law Journal, contributing to scholarly discourse in business and corporate law.

Prior to joining Clarkson, Mr. Richards spent six years at McCune Law Group, APC, where he developed expertise in consumer class actions and product liability, playing a significant role in litigating many high-profile automotive defect class actions. His litigation efforts have resulted in numerous favorable settlements and several published decisions.

Mr. Richards' commitment to public service is evidenced by his involvement in various community organizations. He formerly served on the board of Inland Counties Legal Services, a non-profit organization providing pro bono legal services to indigent clients in California's Inland Empire. Currently, he serves as



a board member for the Mira Costa Community College Foundation, working to advance educational opportunities in his hometown.

In recognition of his professional achievements, Mr. Richards was selected as a Southern California Rising Star in 2024 and 2025 by SuperLawyers, Thompson Reuters, an honor bestowed upon only 2.5% of attorneys in Southern California.

Mr. Richards is admitted to the State Bar of California, the bars of the Southern District of California, Central District of California, Eastern District of California, Northern District California, Eastern District of Michigan, Northern District of Illinois, Sixth Circuit Court of Appeals, Seventh Circuit Court of Appeals, and Ninth Circuit Court of Appeals.

## Benjamin Fuchs

Benjamin Fuchs is a Senior Associate Attorney at Clarkson. Mr. Fuchs focuses his practice on consumer class actions, with an emphasis on false advertising matters. Prior to joining Clarkson, Mr. Fuchs practiced at a Northern California litigation boutique, where he primarily represented whistleblowers, as well as with one of the nation's largest worker-side labor and employment law firms.

Mr. Fuchs is admitted to practice law in California and Minnesota. He graduated order of the barristers from Tulane University Law School, where he was a student attorney with the school's Environmental Law Clinic and award-winning moot court participant. He holds a Bachelor of Arts degree (journalism major) from the University of Oregon and worked as a journalist and political aide prior to attending law school.

## Camille Yona

Camille Yona is a Senior Associate at Clarkson. Ms. Yona's practice is focused around consumer protection and class action litigation, specifically regarding false advertising, deceptive marketing, and unfair business practices employed within the health and wellness industry. She brings a wealth of hands-on litigation and pre-litigation experience to the firm, having navigated diverse landscapes and having previously represented multi-billion dollar corporations, public and privately-held companies, financial institutions, and hospitality entrepreneurs. Motivated by a deep-seated desire to champion the rights of individuals, Ms. Yona has focused her practice on plaintiff-side litigation to serve her commitment to helping people navigate the complexities of the legal system.

Ms. Yona is a born-and-raised Angeleno as well as a "double-Trojan," having graduated from USC's Annenberg School of Communication in 2015 (*summa cum laude*) and USC's Gould School of Law in 2019. While in law school, Ms. Yona was a member of USC's Hale Moot Court honors program, served as a peer mentor to incoming first-year students, and held the position of Vice President of the school's Jewish Law Students Association.

Ms. Yona is admitted to the State Bar of California as well as the United States District Court for the Central District of California. She is fluent in both Farsi and French.

## Jamie Powers

Jamie Powers is a Senior Associate at Clarkson. She began as a Legislative Aide in the California Senate and moved on to become a Legislative Director and ultimately a Chief of Staff in the California State Assembly.

Jamie transitioned to nonprofit advocacy and worked in leadership roles in organizations such as the Child Abuse Prevention Center and Head Start California. As a legislative advocate and lobbyist, she championed policies to support vulnerable children and families, advocating in Sacramento and Washington, D.C. Jamie then decided to go to law school, where she found a new avenue to serve those in need.

Graduating magna cum laude and earning multiple academic achievement awards, Jamie's performance in law school paved the way for her legal career. After law school, she focused her practice on mass tort litigation, representing hundreds of clients against government and corporate entities. Currently, Jamie supports Clarkson Law Firm's sexual assault and fertility negligence practice, where she is leveraging her experience in advocacy and mass torts to hold companies and institutions accountable and fight for survivors seeking justice.

Jamie has earned several recognitions, such as the National Trial Lawyers Association's "Top 40 Under 40 in Civil Litigation" award in 2023 and 2024 and being named a Super Lawyers® Rising Stars<sup>SM</sup> member in 2024. Her accolades represent not only personal achievements but also Jamie's commitment to excellence in advocating for clients. Additionally, she has had the privilege of presenting at national seminars, including the American Association for Justice Winter and Summer Conventions, and the National Trial Lawyers Summit, where she's shared insights and knowledge with peers in the legal community.

Jamie also teaches Business Associations as an Adjunct Professor at Lincoln Law School and is actively involved in various legal associations, including the Women Lawyers of Sacramento and the American Association for Justice, where she advocates for diversity, equity, and inclusion within the legal profession.

Jamie is admitted to the State Bar of California and the bars of the United States District Courts for the Northern and Eastern Districts of California.

## Laura Older

Laura Older is an Associate Attorney at Clarkson. Ms. Older represents consumers and workers in a range of class action lawsuits arising under various state and federal laws concerning consumer protection and employment law. Drawing from her background in theatre, Ms. Older weaves compelling

narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Ms. Older litigated class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Ms. Older is admitted to the bars of the Commonwealth of Massachusetts and the District of Columbia, as well as the United States District Court of the District of Columbia.

Ms. Older earned her Juris Doctor from Harvard Law School. There, Ms. Older served as an executive editor on the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. At Harvard, Ms. Older represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Ms. Older received her B.A. in Theatre and Communications *summa cum laude* from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

## Tiara Avanness

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness focuses her litigation practice on consumer class actions in the area of unfair business practices, deceptive marketing, and data breach. Ms. Avanness focuses her mass arbitration practice in the area of consumer privacy.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California, and the Western District of Michigan.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program and secured a business law certificate with an emphasis in real estate. She also worked in the Medical-Legal Community Partnership Clinic, assisting clients at the LAC + USC Medical Center to gain access to medical care and overcome social determinants of health. Ms. Avanness also worked at the Neighborhood Legal Services of Los Angeles County (NLSLA) as the Kamenir Health Advocacy Fellow. She was also a teaching assistant for Negotiation Theory, Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance.

Ms. Avanness graduated *summa cum laude* from the University of San Diego in 2018, with a Bachelor of Arts in Philosophy and Bachelor of Business in Business Administration, as well as a minor in political science. She was awarded "Top Mediator" at the 2017 InterNational Intercollegiate Mediation Tournament. Ms. Avanness was also the research assistant for an ethnographic study abroad at the Savitribai Phule Pune University in Pune, India, analyzing the mass conversion of members of the Dalit caste (formerly known as the

'Untouchables') from Hinduism to Neo-Buddhism, as part of their religious-political movement to regain a sociopolitical voice.

## Maksim (Maxim) Gorbunov

Maksim Gorbunov is an Associate Attorney at Clarkson. Mr. Gorbunov focuses his practice on employment and wage and hour class actions, working to obtain numerous settlements on behalf of employees.

Mr. Gorbunov is admitted to the State Bar of California, and the bars of the United States District Courts for the Northern, Southern, Eastern, and Central Districts of California.

Mr. Gorbunov received his Juris Doctor from the University of California, Hastings College of Law in 2021. During law school, he was a Board Member, competitor, and student coach of the Hastings Moot Court Team, being awarded the Student Coach of the Year award. He graduated from the University of California, Irvine in 2012, with a Bachelor of Arts in Cognitive Science, completing the Psychology Honors Program.

## Katelyn Leeviraphan

Katelyn Leeviraphan is an Associate Attorney at Clarkson. Ms. Leeviraphan focuses her litigation practice on consumer class actions through appellate advocacy in the area of unfair business practices and deceptive marketing.

Ms. Leeviraphan is admitted to the State Bar of California, the United States Court of Appeals for the Second and Ninth Circuits, and the United States District Court for the Central District of California.

Ms. Leeviraphan earned her Juris Doctor from the Pepperdine Caruso School of Law in 2022. She was a Faculty Scholars member, Editor-in-Chief of the Pepperdine Dispute Resolution Law Journal, and a co-chair and active competitor for the Pepperdine Interschool Moot Court Team. After her 1L year, Katelyn served as a judicial extern in the Central District of California for the Honorable John A. Kronstadt. Prior to law school, Ms. Leeviraphan received her Bachelor of Arts degree in Communication at the University of Oklahoma.

## Valter Malkhasyan

Valter Malkhasyan is Counsel at Clarkson. Mr. Malkhasyan focuses his litigation practice on consumer class actions in the area of deceptive advertising and labeling.

Mr. Malkhasyan is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Mr. Malkhasyan earned his Juris Doctor from Loyola Law School in 2022. While at Loyola, he completed the school's Civil Litigation and Advocacy Concentration Program and served as an editor of Loyola Law Review. Prior to

law school, Mr. Malkhasyan received his Bachelor of Science degree in Business Administration from the University of Southern California.

## Samuel Gagnon

Samuel Gagnon is an Associate Attorney at Clarkson. Mr. Gagnon focuses his litigation practice on consumer class actions in the areas of false and deceptive advertising and labeling.

Mr. Gagnon is admitted to the to the State Bars of New York and Connecticut. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of Connecticut.

Mr. Gagnon earned his Juris Doctor from the University of Connecticut School of Law in 2023. While at UConn Law, he was a member of the Moot Court Board, served as a Notes and Comments Editor for the Connecticut Law Review, and served as a judicial intern in the District of Connecticut for the Honorable Magistrate Judge S. Dave Vatti. Mr. Gagnon placed first in the William H. Hastie Moot Court Competition and received the CALI Excellence Award in Legal Practice – Interviewing, Counseling, and Advocacy. Mr. Gagnon also completed the New York Pro Bono Scholars Program through working at the Hartford Public Defender's office. Prior to law school, Mr. Gagnon earned his Bachelor of Science degree in Business Administration at Eastern Connecticut State University where he was a member of the baseball team.

## Olivia Davis

Olivia Davis is an Associate Attorney at Clarkson. Ms. Davis works within Clarkson's Sexual Assault and Fertility Negligence practice area, which assists a wide range of victims of negligence and abuse. Specifically, Ms. Davis works to vindicate the rights of riders and drivers in the rideshare space, children and adults who were sexually assaulted in various religious and correctional institutions, and families that have had their fertility journeys impacted by wrongdoing.

Ms. Davis is admitted to the State Bar of California and the bar of the United States District Court for the Northern District of California.

Ms. Davis graduated *cum laude* from the Pepperdine Caruso School of Law in 2023. At Pepperdine Law, she was a member of the Interschool Moot Court team and was an Editor of the Pepperdine Dispute Resolution Law Journal. Prior to Pepperdine, Ms. Davis attended the University of California, Santa Barbara, where she graduated with high honors and earned Bachelor of Arts degrees in both English and Philosophy.

## Michael Boelter

Michael Boelter is an Associate Attorney at Clarkson. Mr. Boelter's practice is focused primarily on appellate and consumer litigation. Mr. Boelter's class action experience includes consumer protection and false advertising claims,



data breach cases, complex litigation and MDLs, and remedying the abuse of AI in healthcare.

Mr. Boelter is admitted to the State Bar of California.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.

## Meg Berkowitz

Meg Berkowitz is an Associate Attorney at Clarkson, primarily working on the pre-litigation development of false advertising cases. Equipped with a Juris Doctor from NYU School of Law and graduating with a B.A. in Global Studies with the highest honors from UCSB, she brings a formidable blend of strong writing, analytical, and oral advocacy skills to her practice. She works directly with clients to investigate claims against corporations that illegally exploit consumers for profit in a variety of industries.

Ms. Berkowitz's commitment to justice extends beyond corporate malfeasance. She is passionate about prisoners' rights and is actively involved in several of Clarkson's pro-bono initiatives, such as Homeboy Industries' mission to expunge records of formerly gang-involved individuals striving to rebuild their lives.

Ms. Berkowitz is admitted to the State Bar of California, the Central District of California, and the Northern District of California.

Ms. Berkowitz is fluent in French.

## Cody Laux

Cody Laux is an Associate Attorney at Clarkson dedicated to trauma-informed and client-centered advocacy. She is passionate about vindicating the rights of disabled people, workers, and consumers and about advocating for the expansion of their legal protections. Cody focuses her litigation practice on employment, consumer protection, mass torts, sexual assault, and disability discrimination.

Cody graduated from UCLA School of Law in 2024 and is a member of the David J. Epstein Program in Public Interest Law & Policy cohort. UCLA Law awarded Cody the Achievement Fellowship, a full tuition scholarship reserved for a small number of academically talented students who have also overcome adversity. While at UCLA Law, Cody specialized in Critical Race Theory, served as Articles Editor for the UCLA Journal of Gender & Law, was co-chair of the National Lawyers Guild, and participated in the Veteran's Legal Clinic. Prior to UCLA Law, Cody attended Stanford University, where she received a Bachelor of Arts in

American Studies, with a minor in Art Practice. During her undergraduate studies, she received the John Shively Fowler Award for Excellence in Photography, the Chappell Lougee Scholarship, and various awards for literary excellence.

## Kiryl Karpiuk

Kiryl is an Associate Attorney at Clarkson. His practice focuses on consumer class actions involving false and misleading labeling in food and other everyday consumer items in an effort to hold bad actors in the marketplace accountable for their greedy impulses.

Kiryl earned his Juris Doctor from the University of Southern California Gould School of Law in 2024. While there, he participated in and later served as Editor for the Hale Moot Court Honors Program. He also spent his 2L year volunteering for the Legal Aid At Work workers' rights clinic—helping workers understand their legal rights and options for legal action against bad-faith employers. Before law school, Kiryl earned a Bachelor of Arts degree in Politics and Economics from the University of California, Santa Cruz, and worked as an Associate Coordinator and Legal Assistant for a prominent east coast law firm.



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*Counsel for Plaintiffs & the Proposed Classes*

**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

**DECLARATION OF PLAINTIFFS’  
COUNSEL MATTHEW J. LANGLEY  
IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information**

Date: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

**DECLARATION OF PLAINTIFFS' COUNSEL**

**MATTHEW J. LANGLEY**

I, Matthew J. Langley, declare under penalty of perjury, pursuant to 28 U.S.C. §1746 and based on my own personal knowledge, that the following statements are true:

1. Almeida Law Group is one of the two firms retained as Plaintiffs' Counsel in this action. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement in this litigation. I have personal knowledge of the facts set forth below and could testify competently to them if called upon to do so. If called as witnesses, I would and could competently testify to all facts within my personal knowledge set forth herein.

2. I, am a member in good standing of the bar of the State of California, and duly licensed to practice before all courts of the State of California and am admitted to the New York, Illinois, and Florida bars as well as admitted to practice in numerous federal courts including the United States District for the Northern District of Illinois, the Central, Southern and Northern Districts of California, the Southern and Middle Districts of Florida, as well as the Seventh and Eleventh Circuit Courts of Appeal. I am a partner at Almeida Law Group, LLC ("ALG"), and have litigated highly complex consumer actions for nearly a decade

3. This litigation alleges that:

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

1           4. Parties agreed to engage Martin F. Scheinman, Esq. of Scheinman  
2 Arbitration and Mediation Services to facilitate exploration of settlement,  
3 participated in mediation, reached a settlement in principle, continued negotiations  
4 thereafter with the assistance of the mediator, negotiated the terms of the Settlement,  
5 and reduced the terms of their settlement to writing in the form of the Class Action  
6 Settlement Agreement and Release (“**Settlement**” or “**SA**”).

7           5. In Class Counsels’ opinion, the Settlement provides substantial benefits  
8 to the Class, eliminates the costs and burdens of continued litigation, and fully  
9 accomplishes Plaintiffs’ goals in bringing this Action.

10          6. The Settlement is the product of arduous, arm’s-length negotiations  
11 between experienced counsel, after comprehensive investigation and exchange of  
12 information, mediation with Martin F. Scheinman, Esq., as well as extensive meet  
13 and confers and negotiations undertaken in finalizing the myriad of Settlement  
14 details.

15          7. The Settlement secures a significant recovery for the putative Class  
16 Members and is superior to the results achieved in many comparable data privacy  
17 cases.

18          8. Pursuant to the Settlement, Eisenhower will pay \$875,000 into a non-  
19 reversionary Settlement Fund that will be used to pay (i) all Administrative Expenses;  
20 (ii) any Taxes; (iii) any Cash Compensation to Settlement Class Members, (iv) any  
21 court-approved Service Awards; and (v) any court-approved attorneys’ fees and  
22 costs.

23          9. The Parties continued negotiating the many details of the Settlement for  
24 months following the mediation, including the language of the Settlement and the  
25 related comprehensive exhibits.

26          10. During this time, Class Counsel solicited competing bids and negotiated  
27 with several separate third-party administrators for settlement notice and  
28

1 administration. Following an in-depth evaluation of all the available bids, Class  
2 Counsel determined appoint EAG Gulf Coast LLC (“EAG”) bid to be the most  
3 competitive and in the best interests of the Class and ultimately negotiated an  
4 agreement with EAG.

5 11. During the Settlement negotiations, the Parties deferred any discussion  
6 concerning attorneys’ fees, costs and expenses, and the maximum Service Payments  
7 to be sought by the proposed Class Representatives until after reaching an agreement  
8 on all material terms of the Settlement.

9 12. All negotiations were conducted at arm’s length, in good faith, free of  
10 any collusion, and under the supervision of Martin F. Scheinman, Esq.

11 13. In Class Counsels’ opinion, the risk, expense, and complexity of further  
12 litigation is significant. Although Class Counsel are confident that they would  
13 succeed if this case proceeded to trial, they believe that this effort would entail  
14 substantial time, expense, and risk.

15 14. Class Counsel further believe that were this case not to resolve,  
16 Eisenhower’s counsel, who are among the most preeminent attorneys in the data  
17 privacy field with one of the largest law firms in the country, would aggressively  
18 litigate this case at the pleadings stage, summary judgment, class certification, and  
19 trial.

20 15. For Plaintiffs to succeed at any of these points would come at a  
21 considerable expense from expert reports and litigating numerous factual and legal  
22 issues regarding liability, damages, and injunctive relief.

23 16. Class Counsel believe that the monetary and non-monetary benefits  
24 available under the Settlement are substantial and adequately address the type of  
25 injuries and repercussions from a data privacy violation, such as the allegedly  
26 unlawful use of the Meta Pixel that is at the heart of the claims in this litigation.

1 17. Further, the monetary benefits are commensurate with or better than  
2 similar data privacy settlement precedents nationwide.

3 18. Proposed Class Counsel are lawyers deeply experienced in prosecuting  
4 class action litigation, including consumer class actions, privacy cases, and thus are  
5 qualified to serve as lead counsel on behalf of the Settlement Class.

6 19. In Class Counsel's opinion, throughout the Action, proposed Class  
7 Representatives B.K and N.Z. did everything they could to represent the interests of  
8 the Class. They provided extensive information regarding the harm they suffered as  
9 a result of the violation of their medical privacy rights, including providing all  
10 necessary paperwork and documents. B.K and N.Z. participated in this litigation from  
11 its inception through settlement discussions, promptly responding to attorney  
12 inquiries for further information and communicating with my firm to remain up to  
13 date on the status of the litigation. B.K and N.Z. also reviewed and approved  
14 documents including the Complaint and approved the terms of the Settlement and  
15 reviewed and approved the Settlement Agreement. Class Counsel also believes B.K  
16 and N.Z. will continue to act in the best interests of the other Class Members. There  
17 are no conflicts between B.K and N.Z. and the Settlement Class.

18 20. Eisenhower Medical Center ("EMC") has agreed to provide the  
19 Settlement Administrator with all available Class Member email addresses, and it has  
20 stated that it expects that a large majority (if not all) of Class Members will receive  
21 the Summary Notice via email, as it has what it believes to be valid email address for  
22 nearly all Class Members. For those who do not have a valid email address, or where  
23 the email bounces back, notice will be sent via U.S. mail, which EMC also indicated  
24 it has current mailing addresses for nearly all class members.

25 21. Class Counsel have entered into a fee sharing agreement which  
26 stipulates that any fees awarded by the Court shall be split evenly among the two  
27 Class Counsel law firms. Each client/proposed Class Representative has provided  
28

1 their written consent to the fee splitting agreement. Class Counsel will make  
2 supporting documentation available to the Court *in camera* upon request.

3 22. Notice of any changes to the Final Fairness Hearing and notice of entry  
4 of final judgment promptly will be indicated on the Settlement Website.

5 **ALMEIDA LAW GROUP'S EXPERIENCE**

6 23. I individually attest as to matters set forth in this Paragraph:

7 a. I have been involved in dozens of class action lawsuits throughout  
8 the country, representing clients in a wide-range of claims, including data breach and  
9 privacy violations, state consumer fraud and deceptive business practices, false  
10 advertising and false labeling, the Electronics Communication Privacy Act, 18 U.S.C.  
11 § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal.  
12 Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal  
13 Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal.  
14 Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal.  
15 Bus. & Prof. Code § 17200, *et seq.* ("UCL"), the Telephone Consumer Protection  
16 Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy  
17 Act ("BIPA"), the Video Privacy Protection Act ("VPPA").

18 b. I am also involved in a number of class actions brought in federal  
19 courts across the country involving data privacy where I serve as lead or co-counsel,  
20 including:

21 c. *Reedy et al v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.)  
22 (involving tracking technology);

23 d. *Allen v. Midwest Express Care*, 1:24-cv-05348 (N.D. Ill.)  
24 (involving tracking technology);

25 e. *Begay v. NextCare Holdings LLC*, 2:24-cv-01685-DJH (D. Ariz.)  
26 (involving tracking technology);  
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f. *Stegmeyer et al v. ABM Industries Incorporated et al.*, 1:24-cv-00394 (N.D. Ill.) (disclosure of information in violation of the Driver Privacy Protection Act (“**DPPA**”));

g. *B.K. et al v. Eisenhower Medical Center et al.*, 5:23-cv-02092-JGB-DTB (C.D. Cal.) (involving tracking technology);

h. *Buraga v. CDK Global, LLC*, 1:24-cv-05273 (N.D. Ill.) (Data Breach Case);

i. *Nick Gaige v. Exer Holding Company, LLC*, 2:24-cv-06099-SPG-AJR (N.D. Cal.) (involving tracking technology);

j. *Baker v. University of Vermont Health Inc. et al.*, 2:24-cv-00673-cr (D. Vt.) (involving tracking technology);

k. *B.W. et al v. San Diego Fertility Center Medical Group, Inc. et al.*, 3:24-cv-00237-LL-BLM (S.D. Cal.) (involving tracking technology).

l. A copy of ALG’s firm resume is attached hereto as **Exhibit A**.

m. In sum, I have and continue to zealously advocate a developed profile of privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and data breaches, in addition to many other types of consumer class actions. ALG’s breadth of experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action, renders it adequate to represent the proposed Settlement Class.

n. This experience demonstrates that we are well-qualified to serve as Settlement Class Counsel in this matter along with co-counsel.

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1 I declare, under penalty of perjury under the laws of the State of Illinois, that  
2 the foregoing is true and correct.

3  
4 Executed this February 18, 2025, in Chicago, Illinois.

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7 /s/ Matthew J. Langley  
8 Matthew J. Langley  
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# EXHIBIT A

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

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

**ALG's Firm Resume**



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP
- Kirkland and Ellis LLP
- Milbank Tweed Hadley & McCloy LLP

- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in Alabama, Arizona, California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

**PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action, settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.* (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025)
- *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)

- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Smith v. Loyola University Medical Center*, 2023-CH-8410 (Cook County Cir. Ct.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D. N.Y.) (counsel in pixel tracking class action)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, pending preliminary approval)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing held February 6, 2025, pending final approval order)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Marden v. LifeMD Inc.*, A-24-906800-C (Nev. Dist. Ct., Clark Cnty.) (counsel in telehealth pixel tracking class action)
- *R.C. & T.S. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in telehealth pixel tracking class action)
- *Reedy v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for April 29, 2025)
- *Pattison, et al. v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Macalpine, et al. v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in pixel class action)
- *Nguyen, et al. v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R. C., et al. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Ca.) (counsel in telehealth pixel tracking class action)

- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mi.) (counsel in telehealth pixel tracking class action)
- *J. R. et al v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (interim Co-Lead Class Counsel in urgent care pixel tracking class action)
- *Blue v. Cumberland County Hospital System Inc., d/b/a Cape Fear*, 5:24-cv-00706 (E.D.N.C.) (counsel in telehealth pixel tracking class action)
- *Singh v. The Moses H. Cone Memorial Hospital Operating Corporation et al.*, 1:24-cv-00558 (M.D.N.C.) (co-counsel in pixel class action; settled on a class-wide basis, preliminary approval hearing pending)
- *B.W. and Jane Doe, et al. v. San Diego Fertility Center Medical Group, Inc.*, 37-2024-00006118-CU-BC-CTL (Super. Ct., Solano County, Cal.) (co-counsel in pixel class action; settled on a class-wide basis, final approval hearing set for July 18, 2025)
- *Odea v. Gene By Gene Ltd.*, 1:25-cv-00572 (N.D. Ill.) (counsel in pixel class action)

**DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis, final approval hearing set for June 11, 2025)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action)
- *Marie Catanach v. Bold Quail Holdings, LLC et al.*, 24STCV32029 (Los Angeles Superior Court) (counsel in data breach class action)
- *Tambroni et al v. WellNow Urgent Care, P.C. et al.*, 2025LA000013 (Cir. Ct., Sangamon County, Ill.) (co-lead counsel in data breach class action)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, final approval hearing set for March 25, 2025)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Dane County Circuit Court) (co-lead counsel in data breach class action)

- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-CH-0000120 (Winnebago Cir. Ct.) (interim Co-Lead Class Counsel in data breach class action)
- *Fitzsimons v. Long Island Plastic Surgical Group, PC*, 2:25-cv-00309 (E.D.N.Y.) (counsel in data breach class action)

**OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED**

- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D. N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Penn.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (C.D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Tift County Superior Court)

**VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)
- *Jolly v. FurtherEd, Inc.*, 1:24-cv06401-LJL (S.D.N.Y.) (co-lead counsel in consolidated VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

**FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)



- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action, settled on a class-wide basis, preliminary approval pending)
- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Penn.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Kyungo et al v. Saks & Company, LLC et al*, 3:24-cv-06934 (N.D. Ca.) (counsel in false advertising class action)

**BIOMETRIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Cook County Cir. Ct.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Cook County Cir.) (co-lead counsel in BIPA class action, final approval granted)
- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Cook County Cir. Ct.) (co-counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 (N.D. Ill.) (co-lead counsel in biometric class action)

**GENETIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL**

- *Podroykin v. MyHeritage (USA), Inc*, 1:25-cv-00402 (N.D. Ill.) (counsel in GIPA class action)

## **OUR TEAM**

**David S. Almeida** is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

*laude*, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

**Matthew J. Langley** is a partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

**John R. Parker Jr.**, known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defendant the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratnoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc. et al.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (Eastern District of California and Sacramento County Superior Court) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Santa Clara County Superior Court), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

**Elena A. Belov** serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating

for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

**Britany A. Kabakov** is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective

products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

**Luke Coughlin** is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.



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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

**DECLARATION OF RYAN ALDRIDGE  
REGARDING PROPOSED NOTICE  
PLAN AND ADMINISTRATION**

I, Ryan Aldridge, hereby declare and state as follows:

1. I am a Partner at the proposed Settlement Administrator, Eisner Advisory Group, LLC (“EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. We were asked by Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the “Action”)<sup>1</sup>. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

**OVERVIEW**

3. Based on our review of the Settlement Agreement, the Settlement Class is defined as follows:

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

1 All identifiable individuals who logged into the EMC MyChart patient portal, and/or submitted an  
2 online form and/or scheduled an appointment on EMC's public website www.eisenhowerhealth.org,  
3 in the time frame of January 1, 2019 to May 3, 2023. To the best of EMC's knowledge, the Settlement  
4 Class is comprised of approximately 190,392 members.

5 Excluded from the Class are EMC and its affiliates, parents, subsidiaries, officers, and directors, as well as  
6 the judge(s) presiding over this matter and the clerks of said judge(s). This exclusion does not apply, and  
7 should not be read to apply, to otherwise eligible employees of EMC and its Related Entities who do not  
8 timely submit valid notices of intent to opt out of being Settlement Class Members.

9 4. This Declaration will describe the Notice Plan ("Notice Plan") proposed in this Action, which  
10 includes direct notice and has been designed using methods accepted by the courts.

#### 11 **PROPOSED NOTICE PLAN**

12 5. Class Counsel has informed us that the estimated total size of the Settlement Class is  
13 approximately 190,392 individuals. In order to obtain the pertinent contact details of Class Members, it has  
14 been communicated that upon preliminary approval of the Settlement Agreement, Defendant will furnish a  
15 list of all records comprising, to the extent available, the names, physical mailing addresses, and most recent  
16 e-mail address associated with each Settlement Class Member (the "Class Notice List").

17 6. The proposed Notice Plan provides that individual notice be sent via e-mail ("E-mail Notice")  
18 to all Class Members identified in the Class Notice List for whom a facially valid e-mail address is available  
19 and if there no valid e-mail address or the e-mail notice is returned undeliverable, via postal mail ("Postcard  
20 Notice").

#### 21 **Direct E-Mail Notice**

22 7. The Email Notice, attached as Exhibit B of the Settlement Agreement, will be formatted for  
23 e-mail distribution and created using embedded html text format presenting a user-friendly and easily  
24 readable layout that avoids the inclusion of tables, graphs or other elements that may increase the likelihood  
25 of the e-mail landing in SPAM folders and/or being blocked by Internet Service Providers ("ISP" or "ISPs").  
26 Additionally, we are committed to adhering to email industry best practices, incorporating essential elements  
27 such as "unsubscribe" links, Administrator contact information, and maintaining multiple IP addresses with  
28

strong sender reputations.<sup>2</sup>

8. To safeguard the integrity and optimize the deliverability of the E-mail Notice, all e-mails undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. E-mails that pass the hygiene and verification process will be batched into small groups and sent over multiple days to decrease the likelihood of being erroneously flagged as bulk junk e-mail. We will monitor and report to the Parties and the Court all e-mail delivery attempts. In instances where an e-mail is returned as undeliverable, commonly known as a ‘bounce,’ the reason for the bounce will be documented. If an e-mail address is determined to be non-existent as attempted, this will be categorized as a ‘hard bounce,’ and no further delivery attempts to that e-mail address will be made. Instances where the inbox is full, initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as ‘soft bounces.’ To limit the number of undelivered e-mails resulting from soft bounces, we will continue making re-send attempts to addresses experiencing a soft-bounce for a period of 72-hours. If the e-mail remains undeliverable after this 72-hour period, it will be deemed undeliverable, and no additional delivery attempts will be pursued for that particular email address.

9. If an email address is deemed undeliverable, EAG will conduct a search using publicly available third-party information to find a valid e-mail address and promptly resend the E-mail Notice to the updated e-mail address.

#### **Direct Mail Notice**

10. In instances where only a mailing address is available or an e-mail is returned undeliverable and a valid e-mail address is not found, the Postcard Notice will be mailed via United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses will be checked against the National Change of Address (NCOA) database maintained by USPS to ensure the accuracy and currency of Class

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<sup>2</sup> ISP’s assign scores, or sender reputation, to domains and IP addresses which tells e-mail inbox providers if the e-mail should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of e-mails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of e-mails that are delivered directly to spam boxes; number of e-mails that bounce back; number of recipients that interact with the e-mail (e.g. open, reply, forward or delete); quality of the content within the e-mail (e.g. typos); the number of users that unsubscribe; and many other factors.

Member address information for proper formatting and mail delivery.<sup>3</sup> Additionally, the addresses will be validated through the Coding Accuracy Support System (CASS) to uphold zip code precision, while Delivery Point Validation (DPV) will be employed to verify address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, we will update the address accordingly. In instances where a Postcard Notice is returned with forwarding address information, we will re-send to the newly provided address. For any Postcard Notices that are returned as undeliverable, we will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, we will re-mail the notice to the address identified through the skip-tracing process.

#### **Settlement Website**

11. We will create and maintain a website dedicated to this Settlement (“Settlement Website”). The website address will be prominently included in the Short and Long Notice (collectively, the “Notices”). The Notices, along with other relevant documents such as the Preliminary Approval Order, the Settlement Agreement, and Claim Form, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also allow Class Members to file a claim electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Class or object to the Settlement and contact information for the Settlement Administrator.

#### **Dedicated Toll-Free Hotline**

12. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

#### **Requests for Exclusion**

13. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered

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<sup>3</sup> The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months.

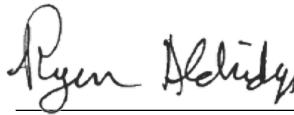
1 to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

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3 **CONCLUSION**

4 14. The proposed Notice Plan encompasses individualized direct notice to all members of the  
5 Class who can be identified through reasonable efforts.

6 15. It is my opinion, based on my experience, as well as the expertise of my team, that this method  
7 of focused notice dissemination provides effective notice in this Action, will provide the best notice that is  
8 practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation  
9 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually  
10 inform” requirement.<sup>4</sup>

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12 I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed  
13 on this 17th day of February, 2025, in Baton Rouge, Louisiana.

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28 Ryan Aldridge

<sup>4</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

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*Counsel for Plaintiffs & the Proposed Classes*

**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

**DECLARATION OF B.K. IN  
SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Hearing Information**

Date: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1. I, B.K., Class Representative in this action, respectfully submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement ("**Motion**"). I have personal knowledge of all the facts stated herein, and if called to testify as a witness, I could and would competently testify to them.

2. Unless otherwise defined, capitalized terms in this Declaration have the same meaning as set forth in the Settlement Agreement, which is attached as **Exhibit A** to the declaration of Yana Hart and Bryan P. Thompson in support of Plaintiffs' Motion.

3. I am a member of the Settlement Class of individuals whose Private Information was disclosed to a third party without authorization or consent through the Meta Pixel on Defendant Eisenhower Medical Center's ("**Defendant**") Web Properties.

### Time and Efforts Associated with Litigation

4. Over the past year and a half, I worked closely with attorneys to bring this case to a resolution on behalf of myself and other individuals. Even before this lawsuit ensued, I worked closely with my attorneys to gather and organize key information and evidence, reviewing legal filings, and providing key input on strategy. I have also actively participated in the litigation, cooperated with and remained in regular contact with my attorneys, provided my attorneys with important information about the underlying facts of the claims, stayed informed of case developments, and searched for and produced relevant information and evidence as requested by my counsel, among other case-related tasks.

5. My involvement has been consistent throughout litigation, as discussed below:

a. Prior to my attorneys filing a complaint on my behalf, I spent time communicating with them by phone and email regarding the facts of this action and gathering documents regarding the potential claims.



- 1 b. When my attorneys prepared the complaint, I reviewed it prior to filing  
2 and confirmed that it was factually accurate as I understood it.
- 3 c. Throughout the litigation, I actively cooperated with my attorneys by  
4 regularly communicating with them, providing them with any relevant and  
5 necessary information, responding to inquiries on facts or document  
6 requests, and generally staying informed of case developments.
- 7 d. I also discussed the Defendant's Motion to Dismiss that was filed in the  
8 case as well as the court's opinion granting it. I was involved in the  
9 decision-making process and strategies relating to the next steps taken by  
10 my attorneys, which ultimately led to a successful Motion for  
11 Reconsideration.
- 12 e. I continued to assist my attorneys after that point, and was involved in  
13 further information gathering, leading up to my attorneys filing the First  
14 Amended Complaint which I reviewed.
- 15 f. We ultimately agreed to attend a full day mediation in attempt to resolve  
16 this matter, and leading up to mediation, I worked closely with attorneys  
17 in discussing critical case strategy, our goals, evaluation of this matter, and  
18 participated in responding to inquiries from my attorneys. My attorneys  
19 kept me updated throughout the process, and I participated in mediation-  
20 related discussions and decisions.
- 21 g. Throughout litigation, I spoke with my attorneys on numerous occasions  
22 to assist them as needed and to discuss case strategy. I also gathered  
23 documents and helped my attorneys gather facts necessary for litigation  
24 and mediation. I was involved in the settlement discussions before, during,  
25 and after the mediation and my attorneys kept me fully informed regarding  
26 the possibility of settlement and proposed settlement terms.
- 27 h. Once the Settlement was reached, I continued to be involved, to assist  
28 counsel as necessary in finalizing formal final settlement related

documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are filed.

**Risks and Costs Incurred by Participating in this Litigation**

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings. Even though I was allowed to proceed pseudonymously, I was aware that my name would be shared with Defendant and their attorneys, and I could potentially be forced to be named publicly in the lawsuit if the court did not allow me to proceed pseudonymously. I have never served as a class representative previously, and suing a medical provider that I had used was a significant risk and undertaking and one that I did not take lightly.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that any medical provider should take the utmost care in protecting the privacy and confidentiality of its patients, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of future patients of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

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*[Signature]*

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DECLARATION OF B.K. IN SUPPORT OF PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

**CLARKSON LAW FIRM, P.C.**

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*Counsel for Plaintiffs & the Proposed Classes***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

**DECLARATION OF N.Z. IN  
SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT****Hearing Information**

Date: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1. I, N.Z., Class Representative in this action, respectfully submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement ("**Motion**"). I have personal knowledge of all the facts stated herein, and if called to testify as a witness, I could and would competently testify to them.

2. Unless otherwise defined, capitalized terms in this Declaration have the same meaning as set forth in the Settlement Agreement, which is attached as **Exhibit A** to the declaration of Yana Hart and Bryan P. Thompson and in support of Plaintiffs' Motion.

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### **Time and Efforts Associated with Litigation**

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5. My involvement has been consistent throughout litigation, as discussed below:

a. Prior to my attorneys filing a complaint on my behalf, I spent time communicating with them by phone and email regarding the facts of this action and gathering documents regarding the potential claims.

- b. When my attorneys prepared the complaint, I reviewed it prior to filing and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Defendant's Motion to Dismiss that was filed in the case as well as the court's opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys, which ultimately led to a successful Motion for Reconsideration.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the First Amended Complaint which I reviewed.
- f. We ultimately agreed to attend a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys. My attorneys kept me updated throughout the process, and I participated in mediation-related discussions and decisions.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. I was involved in the settlement discussions before, during, and after the mediation and my attorneys kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related

documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are filed.

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7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that any medical provider should take the utmost care in protecting the privacy and confidentiality of its patients, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of future patients of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

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I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on February 17, 2025 at Los Angeles, California.

Nancy Zide

N.Z.

**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: March 24, 2025

Time: 9:00 a.m.

Location: Courtroom 1

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: \_\_\_\_\_

11 \_\_\_\_\_  
12 HONORABLE JESUS G. BERNAL  
13 UNITED STATES DISTRICT  
14 JUDGE  
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