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*Appointed Class Counsel*

**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' UNOPPOSED  
NOTICE OF MOTION AND  
MEMORANDUM OF POINTS  
AND AUTHORITIES IN  
SUPPORT OF FINAL APPROVAL**

**Hearing Information**

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

**NOTICE OF MOTION**

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

**PLEASE TAKE NOTICE** that on October 20, 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., on behalf of themselves and all others similarly situated, by and through counsel, shall and hereby do move the Court, pursuant to Federal Rule of Civil Procedure 23(e), for an order as follows:

- (1) finally approving the Settlement as fair, reasonable, and adequate to the Class;
- (2) finally certifying the Settlement Class;
- (3) granting Plaintiffs' Motion for Attorneys' Fees and Costs and Plaintiffs' Service Awards;
- (4) directing the Parties to undertake the obligations set forth in the Settlement Agreement that arise out of the Court's final approval;
- (5) entering Judgment; and
- (6) maintaining jurisdiction over this matter for purpose of enforcing the Judgment.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Ryan Aldridge Regarding Notice and Settlement Administrator, the Settlement Agreement previously filed with the Court (ECF 53-3), the argument of counsel at the hearing of this Motion, all papers and records on file in this matter, and any other matters and argument the Court may consider. A proposed Final Approval Order is submitted concurrently.

Dated:

Respectfully submitted,

**ALMEIDA LAW GROUP LLC**

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**MEMORANDUM OF POINTS AND AUTHORITIES**

Pursuant to Rule 23(e), Plaintiffs B.K. and N.Z. move the Court for final approval of their class action settlement with Defendant Eisenhower Medical Center (“Defendant” or “EMC”).<sup>1</sup>

**I. INTRODUCTION**

On behalf of the Settlement Class, Court-appointed Class Counsel has achieved meaningful monetary relief in the form of a non-reversionary common fund of \$875,000 and important equitable relief. Given the current claims rate, the monetary benefit is presently expected to yield approximately \$42.43 per Claimant. This is substantial monetary relief consistent with comparable settlements. The injunctive relief secured a two-year prohibition on Defendant’s use of Meta Pixel or Google Analytics without prominent patient disclosures and compliance with the relevant laws and regulations. It also requires Defendant to create and maintain a new Web Governance Committee that will specifically monitor and assess the implementation and use of web analytics and advertising technologies on the Website going forward to ensure such use is consistent with Defendant’s mission and applicable law.

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

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<sup>1</sup> Unless otherwise indicated, all capitalized terms have the same meaning assigned to them in the Settlement Agreement. (ECF No. 53-3).



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

6 On June 4, 2025, the Court preliminarily approved the proposed Settlement, and  
7 the Settlement Administrator has disseminated notice to Class Members in accordance  
8 with the approved notice plan. The reaction from Class Members has been  
9 overwhelmingly positive and strongly supports final approval. As of September 22, 2025,  
10 EAG has received a total of 11,754 non-duplicative and valid claims; a claims rate of  
11 7.3%. *See* Declaration of Ryan Aldridge Regarding Notice and Settlement Administrator  
12 (“Admin Decl.”) ¶ 19. EAG will continue to intake and analyze claims postmarked by the  
13 claims filing deadline of October 2, 2025. *Id.* The opt out and objection deadlines were  
14 September 2, 2025. Out of the 190,392 Settlement Class Members, as of September 15,  
15 2025, the Settlement Administrator received zero objections to the Settlement and only  
16 eight valid opt outs. *Id.* ¶¶ 20-21.

17 In light of this overwhelmingly favorable reaction of the Class, the valuable  
18 benefits obtained for Class Members, and elimination of risk and expense of continued  
19 litigation, the Settlement is fair, adequate, reasonable, and in the best interests of the Class.  
20 Plaintiffs respectfully request that the Court: (1) grant final approval of the Settlement;  
21 (2) grant Plaintiffs’ Motion for Attorneys’ Fees and Costs and Plaintiffs’ Service Awards;  
22 (3) enter judgment pursuant to the Settlement Agreement; and (4) retain jurisdiction to  
23 enforce the Settlement.

## 24 **II. BACKGROUND**

### 25 **A. Procedural History of this Litigation**

26 On October 12, 2023, Plaintiffs filed their Class Action Complaint against  
27 Defendant alleging violations of state and federal privacy statutes arising from EMC’s  
28

1 use of the Meta Pixel and Google analytics technology on its Website. *See* ECF 1. In  
2 December 2023, EMC moved to dismiss the complaint. *See* ECF 18. On February 29,  
3 2024, the Court granted EMC’s Motion to Dismiss with leave to amend eleven claims and  
4 without leave to amend three critical counts Plaintiffs had asserted under the Electronic  
5 Communications Privacy Act (“ECPA”) and California Invasion of Privacy Act  
6 (“CIPA”). *See* ECF 28. Plaintiffs then filed a Motion for Reconsideration of the Order on  
7 Motion to Dismiss or in the Alternative for Leave to Amend (ECF 30), which the Court  
8 granted in part on April 11, 2024 (ECF 36). This secured Plaintiffs’ ability to replead their  
9 ECPA claim and one of their CIPA counts, and Plaintiffs filed their First Amended  
10 Complaint on April 22, 2024, following additional investigation, fact development, and  
11 legal analysis of the Court’s guidance. *See* ECF 37.

12 **B. Settlement Negotiations and Mediation**

13 The Parties began engaging in arm’s-length settlement negotiations shortly after  
14 the Plaintiffs filed their First Amended Complaint, and on October 11, 2024, participated  
15 in a full-day mediation with Martin F. Scheinman, Esq. of Scheinman Arbitration and  
16 Mediation Services. *See* Joint Declaration of Appointed Class Counsel Yana Hart, Bryan  
17 P. Thompson, and Matthew Langley in Support of Motion for Attorneys’ Fees and Costs  
18 and Plaintiffs’ Service Awards (“Motion for Fees and Service Awards”), ECF 66-2 (“CC  
19 Decl.”), ¶ 11. In advance of mediation, Plaintiffs secured from EMC information and  
20 documents necessary for Class Counsel to further evaluate the merits and for the Parties  
21 to otherwise engage in a productive mediation. *Id.* ¶ 12.

22 For four months after the successful mediation, Class Counsel continued to  
23 negotiate the specific terms to ensure Class Member’ rights were adequately protected.  
24 *Id.* ¶ 13. Class Counsel also worked to secure multiple bids from competing settlement  
25 administrators to select the administrator best suited for this Settlement. *Id.* ¶ 14. As a  
26 result of these comprehensive efforts, the Parties finalized all terms and exhibits and  
27 executed the Settlement Agreement on February 18, 2025. *Id.* ¶ 15.

### C. Settlement Terms

Under the Settlement, EMC will pay \$875,000 to establish a non-reversionary, common Settlement Fund. SA ¶ 13. This Settlement Fund will be used to provide all Class Members who submit a valid claim a pro rata cash payment from the Net Settlement Fund and to pay for Court-approved Administrative Costs, service awards, and Class Counsel's Attorneys' Fees, Costs, and Expenses Award. *Id.* ¶¶ 13, 16. Based on EMC's records provided to the Settlement Administrator, the Class size is estimated to include approximately 190,392 individuals. *Id.* ¶ 28. The monetary benefit is presently expected to yield approximately \$42.43 per Claimant. *See Admin Decl.* ¶ 19.

In addition to monetary relief, the Settlement includes robust injunctive measures to safeguard the privacy of Class Members, future patients, and the general public. SA ¶¶ 13, 33. EMC has agreed to establish a Web Governance Committee to oversee the use of analytics and advertising technologies on its Website, ensuring compliance with EMC’s mission and applicable law. *Id.* ¶ 33. For at least two years following final approval, EMC shall not use the Meta Pixel or Google Analytics source code on its Website unless the Web Governance Committee makes the requisite determination under applicable law that such use is lawful and provides affirmative and clear disclosure on its webpages. *Id.* ¶ 23.

The Settlement benefits deliver immediate, meaningful benefits to Class Members and fulfil the core objective of the litigation: protecting medical privacy for current and future users of EMC's Website.

#### D. Preliminary Approval and Fee Petition

On February 18, 2025, Class Counsel filed a Motion for Settlement Approval of Class Action Settlement (ECF 53), which the Court granted on June 4, 2025, (ECF 64). The Court conditionally certified the Settlement Class, appointed Clarkson Law Firm, P.C. and Almeida Law Group LLC as Class Counsel and Plaintiffs as Class Representatives, approved the notice plan, and appointed EAG Gulf Coast LLC (“EAG”)

1 as Settlement Administrator. *Id.*

2 On August 19, 2025, Plaintiffs timely filed their Motion for Fees and Service  
3 Awards seeking an award of attorneys' fees of \$288,750, reimbursement of litigation  
4 costs of \$9,180.63, and a service award of \$2,500 for each Class Representative. *See*  
5 *generally* ECF 66. These requested amounts are supported by the results achieved, the  
6 Settlement value, the quality of Class Counsel's representation, awards in comparable  
7 cases, the contingent nature of the representation, the response of the Class, and the  
8 time and expenses incurred by Class Counsel. *Id.* The notice informed Class Members  
9 that Class Counsel would seek such an award of attorneys' fees and costs and service  
10 awards for the Class Representatives, and the Motion for Fees and Service Awards was  
11 posted on the Settlement Website. Admin Decl. ¶ 14. Notably, no objections have been  
12 received from the Settlement Class Members. *Id.* ¶ 21.

### 13 **III. NOTICE TO THE CLASS**

#### 14 **A. Court-Approved Notice has been Completed**

15 On March 5, 2025, pursuant to 28 U.S.C. § 1715, EAG, on behalf of Defendant,  
16 caused notice of this Settlement and related materials to be sent to the Attorneys General  
17 of all U.S. States, U.S. Territories and Puerto Rico as well as the Attorney General of the  
18 United States. Admin Decl. ¶ 6. To date, EAG has not received any objection or any other  
19 response from any Attorneys General. *Id.*

20 On June 19, 2025, EAG received the class data ("Notice List") in one Excel file  
21 with a total of 164,036 records. *Id.* ¶ 7. After deduplicating the data, EAG determined that  
22 the Settlement Class Member population consists of 163,761 unique records. *Id.* The  
23 Notice List was used to effectuate the notice plan outlined in the Settlement Agreement.  
24 *Id.*

25 Before sending the summary notice by email ("Email Notice"), EAG performed a  
26 hygiene and verification process designed to protect the integrity of the email campaign  
27 and maximize deliverability. *Id.* ¶ 8. This process includes identifying and removing

1 invalid email addresses and domains. *Id.* A total of 157,121 email addresses passed the  
2 hygiene and verification process. *Id.* Beginning on July 3, 2025, EAG commenced  
3 sending the Email Notice to the 157,121 Class Members on the Notice List with an email  
4 address that passed hygiene and verification. *Id.* ¶ 9. EAG followed standard email best  
5 practices, including utilizing “unsubscribe” links and providing Settlement Administrator  
6 contact information in the Email Notice. *Id.* Ultimately, the Email Notice was  
7 successfully delivered to 154,182 Class Members. *Id.*

8 Prior to sending notice by mail (“Postcard Notice”), all mailing addresses were  
9 checked against the National Change of Address database maintained by the United States  
10 Postal Service (“USPS”). *Id.* ¶ 11. The addresses were also certified via the Coding  
11 Accuracy Support System to ensure the quality of the zip code and verified through  
12 Delivery Point Validation. *Id.* EAG coordinated and caused the Postcard Notice to be  
13 mailed via First-Class Mail to Settlement Class Members for whom a valid email address  
14 was not available, but a mailing address was available from the Notice List. *Id.* ¶ 10. The  
15 Postcard Notice included (a) the Settlement Website for access to additional information,  
16 and (b) rights and options as a Settlement Class Member to submit a claim or opt out or  
17 object to the Settlement and the dates by which to act on those options. *Id.* The Notice  
18 mailing commenced on or before July 3, 2025, in accordance with the Preliminary  
19 Approval Order. *Id.* In the initial mailing campaign, EAG executed mailings to 9,178  
20 Settlement Class Members that passed address validation. *Id.* ¶ 12. EAG also executed  
21 supplemental mailings for 463 Settlement Class Members for whom the initial Postcard  
22 Notice was not deliverable but for whom EAG was able to obtain an alternative mailing  
23 address through (1) forwarding addresses provided by USPS, (2) skip trace searches using  
24 a third-party vendor database, or (3) requests received directly from Class Members. *Id.*

25 Through the notice procedures outlined above, EAG attempted to send direct notice  
26 to 163,761 (100%) Settlement Class Members with sufficient email or mailing  
27 information to attempt notice. *Id.* ¶ 17. As of September 22, 2025, the notice plan reached  
28

1 a total of 162,345 (99.14%) of Settlement Class Members. *Id.* After consulting with the  
2 Parties, EAG also sent a reminder Email Notice to all Class Members with a deliverable  
3 email address that had not submitted a claim as of the date the email was sent. *Id.* ¶ 18.  
4 The reminder email notice was successfully sent to 145,225 email addresses on  
5 September 18, 2025. *Id.*

6 **B. Settlement Website & Toll-Free Telephone Number**

7 On July 2, 2025, EAG published the Settlement Website, available at  
8 [www.EMCWebSettlement.com](http://www.EMCWebSettlement.com). *Id.* ¶ 14. Visitors to the Settlement Website can  
9 download the notice, the claim form, and other Court documents. *Id.* Visitors were also  
10 able to submit claims electronically, identify important dates and deadlines, and access  
11 contact information for the Settlement Administrator. *Id.* As of September 22, 2025, the  
12 Settlement Website received 42,712 unique visits. *Id.*

13 On July 2, 2025, EAG also established a dedicated toll-free telephone number, 1-  
14 866-972-3872, which is available twenty-four hours per day. *Id.* ¶ 15. Settlement Class  
15 Members can call and interact with an interactive voice response system that provides  
16 important Settlement information and offers the ability to leave a voicemail message to  
17 address specific requests or issues. *Id.* The toll-free number appeared in all notices, as  
18 well as in multiple locations on the Settlement Website. *Id.* The toll-free number will  
19 remain active through the close of this notice plan. *Id.*

20 Further, EAG established an Email address, [info@EMCWebSettlement.com](mailto:info@EMCWebSettlement.com), to  
21 provide an additional option for Settlement Class Members to address specific questions  
22 and requests to the Settlement Administrator for support. *Id.* ¶ 16. EAG also EAG  
23 maintains a Post Office Box for the notice plan. *Id.* ¶ 13. This P.O. Box serves as a location  
24 for the USPS to return undeliverable program mail to EAG and for Settlement Class  
25 Members to submit exclusion requests, claim forms, and other settlement-related  
26 correspondence. *Id.* The P.O. Box address appears prominently in all notices, the claim  
27 form, and in multiple locations on the Settlement Website. *Id.* EAG monitors the P.O.



Box daily and uses a dedicated mail intake team to process each item received. *Id.*

### C. Claims, Opt-Outs, and Objections

The online claim submission feature was available beginning July 3, 2025. *Id.* ¶ 19. As of September 22, 2025, EAG has received a total of 11,963 claims submissions, of which 11,754 claims have been determined to be non-duplicative and from Settlement Class Members; a claims rate of 7.3%. *Id.* EAG will continue to intake and analyze claims postmarked by the claims filing deadline of October 2, 2025. *Id.*

The deadline to submit a request for exclusion or to object to the Settlement was September 2, 2025. *Id.* ¶¶ 20-21. As of September 15, 2025, EAG has received eight (8) exclusion requests from Settlement Class Members and zero (0) objections from Settlement Class Members. *Id.*

## IV. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED

The Ninth Circuit has a “strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.” *In re Hyundai and Kia Fuel Economy Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (citations omitted); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943 (9th Cir. 1976) (“[T]here is an overriding public interest in settling and quieting litigation,” and this is “particularly true in class action suits.”). In the class action context, district courts must evaluate whether a proposed settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2).

“Whether to approve a class action settlement is committed to the court’s ‘sound discretion.’” *Woodard v. Labrada*, 2023 WL 11938015, at \*2 (C.D. Cal. Jan. 9, 2023) (quoting *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). In assessing whether to grant final approval, the Court analyzes (1) whether the parties have met notice requirements under the Class Action Fairness Act (“CAFA”); (2) whether the notice requirements of Federal Rule of Civil Procedure 23(c)(2)(B) have been satisfied; and (3) whether the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2). *See Ahlman v. Barnes*, 2022 WL 16957837, at \*4 (C.D. Cal. Sept. 12, 2022).

1           **A.     Final Class Certification**

2           On June 4, 2025, the Court previously certified the Settlement Class pursuant to  
3 Rule 23(a) and (b)(3) for settlement purposes. *See* ECF 64 at 3-6. Given that nothing has  
4 changed since the Preliminary Approval Order, Plaintiffs respectfully request that the  
5 Court order final certification of the Settlement Class: “All identifiable individuals who  
6 logged into the EMC MyChart patient portal, and/or submitted an online form and/or  
7 scheduled a laboratory appointment on EMC’s public website  
8 www.eisenhowerhealth.org, in the time frame of January 1, 2019, to May 3, 2023.” SA  
9 ¶10(mm); *see also Woodard*, 2023 WL 11938015, at \*4 (reconfirming preliminary  
10 approval order certifying settlement classes “for the purpose of final settlement  
11 approval”); *Tobin v. Ryder Truck Rental, Inc.*, 2021 WL 4945183, at \*4 (C.D. Cal. Aug.  
12 2, 2021) (finding “all the criteria for class certification remain satisfied, and the Court  
13 confirms its order certifying the Settlement Class.”).

14           **B.     CAFA Notice Requirements are Satisfied**

15           In compliance with CAFA, EAG compiled a notice packet that was mailed on  
16 March 5, 2025, and no objections or other response have been received. *See* Admin Decl.  
17 ¶ 6. This supports final approval. *See, e.g., Woodard*, 2023 WL 11938015, at \*5.

18           **C.     Adequate Direct Notice was Effectuated to the Settlement Class**

19           Rule 23(c) requires that the Court “direct to class members the best notice that is  
20 practicable under the circumstances, including individual notice to all members who can  
21 be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Similarly, Rule 23(e)  
22 requires that a proposed settlement may only be approved after notice is directed in a  
23 reasonable manner to all class members who would be bound by the agreement. Fed. R.  
24 Civ. P. 23(e)(1).

25           The Court previously reviewed the content of the class notice, the method for  
26 providing notice, and the procedure for Class Members to opt out or object at the  
27 preliminary approval stage and found each to be satisfactory under Rule 23(c)(2)(B) and  
28



23(c)(3). *See* ECF 64 at 8-9. Following the Court’s grant of preliminary approval, on June 4, 2025, after de-duplicating the data and confirming and updating Class Members’ addresses with the National Change of Address database, EAG mailed and/or emailed class notice to all of the 163,761 identified Settlement Class Members, providing direct notice to the entire Settlement Class in a manner consistent with the Court’s Order. *See* Admin. Decl. ¶¶ 9-10. EAG represents that through the notice procedures outlined above, as of September 22, 2025, the notice plan reached a total of 162,345 Settlement Class Members. *Id.* ¶ 17. As such, 99.14% of the class had received the notice, *id.*, which has informed Class Members of the nature of the Litigation, the terms of the proposed settlement, the effect of the release of claims, and Class Members’ right to exclude themselves from or object to the Settlement. Notice is therefore adequate. *See, e.g., Lopez v. First Student, Inc.*, 2022 WL 618973, at \*4 (C.D. Cal. Feb. 8, 2022) (finding notice procedurally fair and granting final approval).

**D. The Settlement is Fundamentally Fair, Reasonable, and Adequate**

Approval of class action settlements is governed by Rule 23(e) and requires court approval. *See Woodard*, 2023 WL 11938015, at \*5. Courts must “determine whether a proposed settlement is fundamentally fair, adequate, and reasonable.” *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003) (cleaned up). In making this determination, courts consider various factors, including (1) the strength of Plaintiffs’ case, (2) the risk, expense, complexity, and likely duration of further litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in Settlement, (5) the extent of discovery completed and the stage of the proceedings, (6) the experience and views of counsel, (7) the presence of a governmental participant; and (8) the reaction of Class Members to the proposed Settlement. *Id.*

For the reasons described below, final approval is warranted as the Settlement is fair, reasonable, and the product of extensive arm’s length negotiations.

1                   **1. The Strength of Plaintiffs’ Case and the Risk, Expense, Complexity,**  
2                   **and Likely Duration of Future Litigation**

3           The monetary and injunctive relief secured by the Settlement is even more  
4 significant when considered against the substantial costs, risks, and delays of continued  
5 litigation. *See* Fed. R. Civ. P. 23(e)(2)(C)(i). “Estimates of what constitutes a fair  
6 settlement figure are tempered by factors such as the risk of losing at trial, the expense of  
7 litigating the case, and the expected delay in recovery (often measured in years).” *Schaffer*  
8 *v. Litton Loan Servicing, LP*, 2012 WL 10274679, at \*11 (C.D. Cal. 2012). Here, the  
9 Settlement’s monetary relief is substantial, concrete, guaranteed, and immediate. All  
10 Settlement Class Members are eligible to receive a pro rata share of the Net Settlement  
11 Fund. Based on EAG’s calculations, as of September 22, 2205, the estimated average  
12 settlement payment will be \$42.43 for each Settlement Class Member. *See* Admin Decl.  
13 ¶ 19.<sup>2</sup> The value achieved through the Settlement is guaranteed, whereas the chances of  
14 prevailing on the merits are uncertain.

15           Although Plaintiffs believe in the merits of their claims, success is not guaranteed.  
16 Should litigation continue, Plaintiffs face significant risks. Data privacy and tracking  
17 technology cases are complex, with novel issues and evolving laws posing hurdles at the  
18 pleading stage, class certification, and summary judgment. *See, e.g., Frasco v. Flo Health,*  
19 *Inc.*, 2024 WL 4280933 (N.D. Cal. Sept. 23, 2024) (granting summary judgment in part  
20 in pixel-tracking case); *In re Novant Health, Inc.*, 2024 WL 3028443, at \*7 (M.D.N.C.  
21 June 17, 2024) (granting final approval in healthcare tracking case and explaining “[t]he  
22 law surrounding data privacy and the surreptitious sharing of user data is still developing,  
23 making it challenging for the parties to evaluate the likelihood of prevailing at trial”); *In*  
24 *re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 759 (E.D. Wis. 2024) (same,  
25 finding that in Meta Pixel tracking class action “success was far from guaranteed in this

---

26  
27 <sup>2</sup> The pro rata amount may change as additional claims are processed.

1 case”).

2 Moreover, if litigation were to continue, Defendant has indicated that it would  
3 continue to vigorously defend the case through class certification and summary judgment,  
4 and litigation could span for years. Plaintiffs’ likelihood of success at trial and through  
5 appeals is not certain. Prosecuting this case further would also impose significant costs as  
6 continued proceedings would likely include substantial motion practice, extensive fact  
7 discovery, class certification proceedings, considerable expert discovery and of course,  
8 trial and a likely appeal. *See Aarons v. BMW of N. Am., LLC*, 2014 WL 4090564, at \*10  
9 (C.D. Cal. 2014) (risk of “battle of the experts” at trial weighed in favor of settlement  
10 approval). All of this would also serve to reduce what could be used for settlement of the  
11 claims, making future settlement even less likely.

12 Finally, if EMC were to succeed, Plaintiffs and Class Members would receive  
13 nothing. EMC would also not be required to make any business practice changes. On the  
14 other hand, the business practice changes achieved by Settlement will protect Settlement  
15 Class Members’ Private Information in ways that a later monetary judgment could not.  
16 This Settlement also helps ensure the future privacy of the Class Members as well as  
17 Defendant’s future patients by ensuring future data practices align with the law.  
18 Considering these risks, the \$875,000 non-reversionary Settlement Fund, combined with  
19 substantial business practice changes, are fair, adequate, and reasonable benefits to Class  
20 Members compared to the range of possible recovery.

## 21 **2. Risks of Maintaining Class Action Status Through Trial**

22 Although Plaintiffs believe class certification would be proper, obtaining and  
23 maintaining class certification outside the settlement context raises substantial risk. *See,*  
24 *e.g., Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 326 (C.D. Cal. 2016) (“The settlement  
25 the parties have reached is even more compelling given the substantial litigation risks in  
26 this case.”). Few pixel cases have been tested at the class certification phase, and Plaintiffs  
27 have every reason to believe Defendant would vigorously contest it. A denial or reversal  
28

of class certification, like a loss on the merits, would effectively extinguish any recovery by the Settlement Class. Even if Plaintiffs prevailed at trial, any judgment or order granting class certification could be reversed on appeal and, even if Plaintiffs prevailed on appeal, the appellate process could delay any recovery to the Class for years. These risks warrant final approval of the Settlement.

### 3. The Amount Offered in Settlement

The Settlement in this Litigation includes both monetary and non-monetary relief in the form of business practices changes. In determining “whether the amount offered in settlement is fair, a court compares the settlement amount to the parties’ estimates of the maximum amount of damages recoverable in a successful litigation.” *Woodard*, 2023 WL 11938015, at \*6 (citation omitted). Even where the settlement amount represents a small fraction of the maximum value of this litigation, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000), as amended (June 19, 2000) (quotation omitted).

Here, the Settlement Agreement provides for a non-reversionary cash Settlement Fund of \$875,000. SA ¶ 13. As such, the monetary relief on a per capita basis, before fees and expenses, would be \$4.59 per class member, assuming a 100% claims rate. This amount is within the range that has been approved in similar privacy cases involving tracking pixels. *See, e.g., In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d at 753 (approving pixel settlement of \$4.89 per capita distribution to class member, before fees and costs assuming complete participation in settlement); *In re Novant Health, Inc.*, 2024 WL 3028443 (same); *see also In re Google Plus Profile Litig.*, 2021 WL 242887, at \*1 (N.D. Cal. Jan. 25, 2021) (settlement fund of \$7.5 million for 161 million Google+ users whose personal information was exposed). Considering the immediate cash benefits and injunctive relief this Settlement makes available to Settlement Class Members and the difficulties posed to each individual of pursuing his or her own claims, the Settlement

1 amount supports final approval.

2 **4. The Extent of Discovery Completed and the Stage of Proceedings**

3 For the Court to approve the proposed Settlement, the Parties must “have engaged  
4 in sufficient investigation of the facts to enable the court to intelligently make an appraisal  
5 of the settlement.” *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 396 (C.D. Cal. 2007)  
6 (cleaned up). Informal discovery is a recognized method of minimizing the cost, delay,  
7 and burden associated with formal discovery and protracted litigation, and enabled  
8 counsel here to make an informed decision regarding the strengths and weaknesses of  
9 Plaintiffs’ claims and assess the fairness and reasonableness of the Settlement. *See, e.g.,*  
10 *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 459 (“[F]ormal discovery is not a necessary  
11 ticket to the bargaining table where the parties have sufficient information to make an  
12 informed decision about settlement.”) (cleaned up); Manual for Complex Litigation  
13 (Fourth) § 13.12 (recognizing benefits of settlement are diminished if postponed until  
14 discovery is completed and approving of targeting early discovery at information needed  
15 for settlement negotiations).

16 Here, the Parties engaged in fact-investigation through settlement negotiations and  
17 informal discovery to allow them to understand the strengths and weaknesses of their  
18 respective cases. Plaintiffs’ Counsel obtained meaningful information from EMC bearing  
19 on the claims through settlement negotiations and informal discovery. CC Decl. ¶ 11. This  
20 information that Plaintiffs requested, and EMC provided, included information and  
21 documents regarding EMC’s use of tracking pixels on its web properties, the class size,  
22 and other relevant information. *Id.* Prior to mediation, the Parties also exchanged their  
23 positions on liability, damages, and settlement. *Id.* ¶ 12. Ultimately, the Settlement is the  
24 product of informed, arm’s-length negotiations, including a full-day mediation on  
25 October 11, 2024, with Martin F. Scheinman, Esq. and nearly six months of negotiations  
26 between the Parties. *Id.* ¶¶ 11, 15. The timing of the Settlement, after Class Counsel  
27 obtained ample information through settlement negotiations and informal discovery,

## 5. The Experience and Views of Class Counsel

Here, the Parties reached the proposed Settlement only after thorough review of their claims and defenses and the assistance of a sophisticated mediator. CC Decl. ¶¶ 11-15. Class Counsel has vigorously prosecuted this Litigation by (i) investigating, filing, and amending complaints; (ii) engaging in significant motion practice, including a Motion to Dismiss and Motion to Reconsider; (iii) participating in extensive settlement negotiations and informal discovery, resulting in the Settlement Agreement; and (iv) drafting and filing a Motion for Preliminary Approval, Motion for Fees and Service Awards, and this Motion for Final Approval. *See, e.g., id.* ¶¶ 6-10. Since the Court granted preliminary approval, Class Counsel has coordinated with the Settlement Administrator to ensure that direct notice was sent to Settlement Class Members promptly and in accordance with the Court's order. *Id.* ¶ 17. Class Counsel also regularly review reports regarding the class administration process; analyzes the claims rate; and communicates with representatives of EAG, our clients, and potential class members. *Id.* Ultimately, Class Counsel recommends approval of the Settlement Agreement, and this factor weighs in favor of final approval.





1                   **8. The Settlement is Not Collusive**

2                   Finally, there has been no collusion between the Parties. “To determine whether  
3 there has been any collusion between the parties, courts must evaluate whether ‘fees and  
4 relief provisions clearly suggest the possibility that class interests gave way to self  
5 interests,’ thereby raising the possibility that the settlement agreement is the result of overt  
6 misconduct by the negotiators or improper incentives for certain class members at the  
7 expense of others.” *Litty v. Merrill Lynch & Co.*, 2015 WL 4698475, at \*10 (C.D. Cal.  
8 Apr. 27, 2015) (quoting *Staton*, 327 F.3d at 961).

9                   As an initial matter, the Settlement was reached after hard-fought litigation,  
10 including comprehensive briefing on a Motion to Dismiss and Motion to Reconsider, that  
11 was followed by extensive arm’s-length negotiations, including a full-day mediation with  
12 Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services, an  
13 experienced and well-regarded mediator. CC Decl. ¶¶ 6-14. After the Parties reached  
14 agreement on the material terms, the Parties negotiated the terms of the Settlement, the  
15 related exhibits, and the notice plan. *Id.* ¶ 15. The use of an impartial mediator experienced  
16 in the settlement process supports finding that the Settlement is not collusive. *See, e.g., In*  
17 *re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (formal  
18 mediation with an experienced mediator is a factor “in favor of a finding of non-  
19 collusiveness”); *Satchell v. Fed. Express Corp.*, 2007 WL 1114010, at \*4 (N.D. Cal. Apr.  
20 13, 2007) (“The assistance of an experienced mediator in the settlement process confirms  
21 that the settlement is non-collusive.”).

22                   Moreover, while Plaintiffs seek modest service awards for Class Representatives  
23 not to exceed \$2,500 each, an award of reasonable attorneys’ fees to Class Counsel in the  
24 amount of \$288,750.00, representing 33% of the Settlement common fund and a negative  
25 multiplier of .49, and reimbursement of reasonable and necessary litigation costs in the  
26 amount of \$9,180.63, as detailed in Plaintiffs’ Motion for Fees and Service Awards,  
27  
28



Settlement is not contingent upon any such award. SA ¶ 61. The lack of collusion further supports final approval.

**V. CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion for Final Approval and enter the proposed final judgment and order consistent with the terms of the Settlement in this case.

Dated: September 22, 2025

Respectfully submitted,

**ALMEIDA LAW GROUP LLC**

*/s/ Matthew J. Langley*

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**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 eighteen (18) pages, which complies with the page limit set by Judge Jesus G. Bernal's Standing Order.

Dated: September 22, 2025

Respectfully submitted,

**ALMEIDA LAW GROUP LLC**

/s/ Matthew J. Langley

Matthew J. Langley, Esq.

# EXHIBIT 1

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA

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

5 Plaintiffs,

6 v.

7 EISENHOWER MEDICAL CENTER,

8 Defendant.

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

DECLARATION OF RYAN  
ALDRIDGE REGARDING  
NOTICE AND SETTLEMENT  
ADMINISTRATION

**Hearing Information**

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

15 I, Ryan Aldridge, hereby declare and verify as follows:

16 **I. INTRODUCTION**

17 1. ***Personal Information.*** I am a Partner at EAG Gulf Coast LLC (“EAG”). EAG  
18 was retained as the Settlement Administrator in this Litigation, and, as the project manager  
19 over this Settlement, I am personally familiar with the facts set forth in this Declaration.<sup>1</sup>

20 2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age  
21 of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are  
22 based upon my personal knowledge, information received from the Parties in this Litigation,  
23 and information provided by my colleagues at EAG and our Partners.

24 3. As the duly appointed Settlement Administrator, I verify compliance with the  
25  
26

27 <sup>1</sup> Unless otherwise indicated, all capitalized terms have the same meaning assigned to them  
28 in the Settlement Agreement. (ECF No. 53-3).

notice requirements contained in the Settlement Agreement, and the Court’s Preliminary Approval Order.

## II. BACKGROUND

4. **Preliminary Approval.** On June 4, 2025, the Court entered its Order preliminarily approving the Settlement Agreement and the appointment of EAG as Settlement Administrator. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the notice program.

5. **The Purpose of this Declaration and Verification.** I submit this Declaration to evidence EAG’s compliance with the terms of the Preliminary Approval Order, to detail EAG’s execution of its role as the Settlement Administrator, and to verify compliance with the notice requirements contained in the Settlement Agreement and the Court’s Preliminary Approval Order.

## III. CLASS ACTION FAIRNESS ACT (“CAFA”)

6. **CAFA Notice.** On March 5, 2025, pursuant to 28 U.S.C. § 1715, EAG, on behalf of Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. States, U.S. Territories and Puerto Rico as well as the Attorney General of the United States. To date, EAG has not received any objection or any other response from any Attorneys General. A copy of the CAFA Notice and mail list are attached as **Exhibit A**.

## IV. CLASS NOTICE PROGRAM EXECUTION

7. **Notice Database.** EAG maintains a database of 163,761 Settlement Class Members (“Notice List”) which was used to effectuate the notice program as outlined within the Settlement Agreement. EAG received the class data on June 19, 2025 in one Excel file with a total of 164,036 records. After deduplicating the data, EAG determined that the Settlement Class Member population consists of 163,761 unique records.

8. **Email Hygiene.** Before sending the summary notice by email (“Email Notice”), EAG performed a hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. This process includes identifying and removing

1 invalid email addresses and domains. A total of 157,121 email addresses passed the hygiene  
2 and verification process.

3 9. **Email Notice.** Beginning on July 3, 2025, EAG commenced sending the Email  
4 Notice to the 157,121 Class Members on the Notice List with an email address that passed  
5 hygiene and verification. EAG followed standard email best practices, including utilizing  
6 “unsubscribe” links and providing Settlement Administrator contact information in the Email  
7 Notice. Ultimately, the Email Notice was successfully delivered to 154,182 Class Members.  
8 A copy of the Email Notice is attached hereto as **Exhibit B**.

9 10. **Mail Notice.** EAG coordinated and caused the Notice in the form of a postcard  
10 (“Postcard Notice”) to be mailed via First-Class Mail to Settlement Class Members for whom  
11 a valid email address was not available but a mailing address was available from the class  
12 data. The Postcard Notice included (a) the web address to the case Settlement Website for  
13 access to additional information, and (b) rights and options as a Settlement Class Member to  
14 submit a claim or opt out or object to the Settlement and the dates by which to act on those  
15 options. The Notice mailing commenced on or before July 3, 2025, in accordance with the  
16 Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto  
17 as **Exhibit C**.

18 11. **Mailing Address Validation.** Prior to the mailing, all mailing addresses were  
19 checked against the National Change of Address (NCOA) database maintained by the United  
20 States Postal Service (“USPS”). In addition, the addresses were certified via the Coding  
21 Accuracy Support System (CASS) to ensure the quality of the zip code and verified through  
22 Delivery Point Validation (DPV) to verify the accuracy of the addresses.

23 12. **Mail Notice Delivery.** In the initial mailing campaign, EAG executed mailings  
24 to 9,178 Settlement Class Members that passed address validation. EAG also executed  
25 supplemental mailings for 463 Settlement Class Members for whom the initial Postcard  
26 Notice was not deliverable but for whom EAG was able to obtain an alternative mailing  
27 address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using  
28

1 a third-party vendor database, or (3) requests received directly from Settlement Class  
2 Members. Mail notice delivery statistics are detailed in Section 16 below.

3 13. ***Settlement Post Office Box.*** EAG maintains the following Post Office Box for  
4 the Notice Program:

5 Eisenhower Medical Center Settlement Administrator

6 PO Box 3274

7 Baton Rouge, LA 70821

8 This P.O. Box serves as a location for the USPS to return undeliverable program mail  
9 to EAG and for Settlement Class Members to submit exclusion requests, Claim Forms, and  
10 other settlement-related correspondence. The P.O. Box address appears prominently in all  
11 notices, the Claim Form, and in multiple locations on the Settlement Website. EAG monitors  
12 the P.O. Box daily and uses a dedicated mail intake team to process each item received.

13 14. ***Settlement Website.*** On July 2, 2025, EAG published the Settlement Website,  
14 available at [www.EMCWebSettlement.com](http://www.EMCWebSettlement.com). Visitors to the Settlement Website can  
15 download the notice, the Claim Form, and other Court documents, such as the Class Action  
16 Amended Complaint, the Settlement Agreement, the Unopposed Motion for Preliminary  
17 Approval, Orders of the Court, and other relevant documents including the Motion for Fees  
18 and Service Awards added on August 20, 2025. Visitors were also able to submit claims  
19 electronically, identify important dates and deadlines, and access contact information for the  
20 Settlement Administrator. As of September 22, 2025, the Settlement Website received  
21 42,712 unique visits.

22 15. ***Toll-Free Number.*** On July 2, 2025, EAG established a dedicated toll-free  
23 telephone number, 1-866-972-3872, which is available twenty-four hours per day. Settlement  
24 Class Members can call and interact with an interactive voice response (IVR) system that  
25 provides important Settlement information and offers the ability to leave a voicemail message  
26 to address specific requests or issues. EAG also provided copies of the notice, paper Claim  
27 Form, as well as the Settlement Agreement, upon request to Settlement Class Members,  
28

through the toll-free number. The toll-free number appeared in all notices, as well as in multiple locations on the Settlement Website. The toll-free number will remain active through the close of this notice program.

16. **Email Support.** EAG established an Email address, [info@EMCWebSettlement.com](mailto:info@EMCWebSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

## V. NOTICE PROGRAM REACH

17. **Notice Reach Results.** Through the Notice procedures outlined above, EAG attempted to send direct notice to 163,761 (100%) Settlement Class Members with sufficient email or mailing information to attempt notice. As of September 22, 2025, the Notice Program reached a total of 162,345 (99.14%)<sup>2</sup> of Settlement Class Members.<sup>3</sup> Table 1 below provides an overview of dissemination results for the notice program and reach statistics for the notice program.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members (%)
Class Member Database	163,761	100.00%
<b>Email Notice</b>		
(+) Total Notices E-Mailed	157,121	95.95%
(-) Total Undeliverable Emails	2,939	1.87%

<sup>2</sup> The lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70-95%. Here, the notice effort reached 99% of the Settlement Class Members. *2010 Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010).

<sup>3</sup> A Settlement Class Member is considered "reached" by direct Notice if a Postcard mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.



Mail Notice		
(+) Total Notices Mailed	9,178	5.60%
(-) Total Dropped/Returned	1,376	14.99%
Supplemental Mail Notice		
(+) Total Unique Notices Re-Mailed	463	0.28%
(-) Total Undeliverable (Re-Mailed) Notices	102	22.03%
Direct Notice Program Reach		
Received Email Notice	154,182	98.13%
Received Postcard Notice	8,163	88.94%
(=) Received Direct Notice	162,345	99.14%

18. **Reminder Notice.** After consulting with the Parties, EAG also sent a reminder Email Notice to all Settlement Class Members with a deliverable email address that had not submitted a claim as of the date the email was sent. The reminder email notice was successfully sent to 145,225 email addresses on September 18, 2025. A true and correct copy of the reminder Email Notice is attached hereto as **Exhibit D**.

## VI. CLAIM ACTIVITY

19. **Claim Intake and Processing.** The online claim submission feature was available beginning July 3, 2025. As of September 22, 2025, EAG has received a total of 11,963 claims submissions, of which 11,754 claims have been determined to be non-duplicative and from Settlement Class Members; a claims rate of 7.3%. If the Court awards the requested attorneys' fees, costs, incentive awards, and administrative costs in section VIII, the estimated pro rata award as of the date of this declaration is \$42.43. EAG will continue to intake and analyze claims postmarked by the claims filing deadline of October 2, 2025.

## VII. EXCLUSIONS AND OBJECTIONS

20. **Exclusions (Opt-Outs) Received.** EAG has received eight (8) exclusion requests from Settlement Class Members as of September 22, 2025. The deadline to submit a request for exclusion was September 2, 2025. A list of the eight (8) exclusion requests is attached as **Exhibit E**.

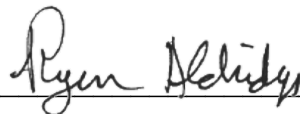
21. **Settlement Objections.** EAG has received zero (0) objections from Settlement Class Members. The deadline to object to the Settlement was September 2, 2025.

1 **VIII. COSTS OF ADMINISTRATION**

2 ***Costs of Administration.*** As of September 22, 2025, EAG has incurred \$46,962 in  
3 costs sending notice and administering the Settlement. EAG estimated that it will incur an  
4 additional \$26,394 in costs for a total of \$73,356 in costs administering the Settlement.

5 **IX. CERTIFICATION**

6 I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of  
7 California that the foregoing is true and correct. Executed on this 22nd day of September,  
8 2025 at Baton Rouge, Louisiana.

9  
10  
11 

12  
13 Ryan Aldridge  
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# EXHIBIT A



February 28, 2025

**By Certified Mail**

Federal and State Officials  
as listed in Attachment 1

**Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),**  
*B.K. and N.Z. v. Eisenhower Medical Center*  
United States District Court, Central District of California Case No. 5:23-cv-02092-JGB-DTB

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the parties to the action referenced above (the “Parties”) regarding the Motion for Preliminary Approval of Class Action Settlement filed on February 18, 2025 (Dkts. 53 – 53-10). This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b).

The proposed Settlement resolves the putative class action lawsuit brought by plaintiffs B.K. and N.Z. (“Plaintiffs”) against defendant Eisenhower Medical Center (“Defendant”). The lawsuit involves allegations that Defendant was responsible for the “Meta Pixel Disclosure,” and asserts claims for: 1) violation of the California Confidentiality of Medical Information Act; (2) violation of the 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 the California Consumers Legal Remedies Act; (8) violation of California 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 all allegations of wrongdoing and any liability.

The Settlement Agreement, if approved, will establish a nationwide settlement class which includes all identifiable individuals who logged into [Defendant’s] MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on [Defendant’s] public website [www.eisenhowerhealth.org](http://www.eisenhowerhealth.org) in the time frame of January 1, 2019 to May 3, 2023. The Settlement Class specifically excludes: Defendant and its respective officers and directors.

In accordance with 28 U.S.C. § 1715(b), the enclosed disc includes:

- a. Exhibit 1: A copy of the Class Action Complaint filed on October 12, 2023 (Dkt. 1);
- b. Exhibit 2: A copy of the First Amended Complaint filed on April 22, 2024 (Dkt. 37)
- c. Exhibit 3: A copy of the Settlement Agreement filed on February 18, 2025, including the Class Notice Documents as Exhibits A-D;
- d. Exhibit 4: A copy of the Parties’ February 20, 2025 confidential Agreement Regarding Identities of Plaintiffs B.K. and N.Z., requiring Defendant to treat identifying information about Plaintiffs as confidential, with Plaintiffs’ names redacted;

February 26, 2025

- e. Exhibit 5: A copy of Plaintiffs' Memorandum of Points and Authorities in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement filed on February 18, 2025 (Dkt. 53-1).

At the time of this notice, to the extent that Defendant has residency data for class members, a comprehensive list of class members by state is being compiled. This list or a reasonable estimate of class members known to reside in each state and the estimated proportionate shares of their claims to the entire settlement may be provided upon request to the Settlement Administrator once the information is available. To request further information relating to class members by state, please email [adam.bell@eisneramper.com](mailto:adam.bell@eisneramper.com).

The proposed Settlement provides for a settlement fund totaling \$875,000, which will be used in part to provide settlement awards to Settlement Class Members in the form of *pro rata* cash payments.

A hearing on Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement has been scheduled for March 24, 2025 before the Honorable Jesus G. Bernal of the United States District Court, Central District of California, 3470 Twelfth Street, Riverside, California 92501. No other hearings have yet been scheduled.

With the exception of Exhibit 4 enclosed herewith, there are no other agreements between Class Counsel and counsel for Defendant or between the Parties, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. If you have any question about this notice or the enclosed materials, please contact us.

Sincerely,

Adam Bell  
EisnerAmper, *Settlement Administrator*  
*B.K. and N.Z. v Eisenhower Medical Center*

cc by email:

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Yana Hart  
Bryan P. Thompson  
Tiara Avness  
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February 26, 2025

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1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067-4508  
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Email: [tchow@bakerlaw.com](mailto:tchow@bakerlaw.com)

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*Attorneys for Defendant  
Eisenhower Medical Center*

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3550 Watt Avenue, Suite 140  
Sacramento, Ca 95821  
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Email: [jrparker@almeidalawgroup.com](mailto:jrparker@almeidalawgroup.com)

*Attorneys for the Representative Plaintiffs  
and the Plaintiff Class(es)*



**CAFA Notice Service List**

*B.K. and N.Z. v. Eisenhower Medical Center, No. 5:23-cv-02092-JGB-DTB (C.D. Cal.)*

Name1	Name2	Address1	Address2	Address3	City	State	Zip
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610
Office of the Attorney General		PO Box 7			Pago Pago	AS	96799
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106
Office of the Attorney General		441 4th Street NW, Suite 1100S			Washington	DC	20001
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Tamuning	GU	96913
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202
Office of the Attorney General		6 State House Station			Augusta	ME	04333
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102
Office of the Attorney General		Administrative Building	PO Box 10007		Saipan	MP	96950
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General		33 Capitol Street			Concord	NH	03301
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
Office of the Attorney General		The Capitol			Albany	NY	12224-0341
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802
Office of the Attorney General		109 State Street			Montpelier	VT	05609
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002

# EXHIBIT B



SETTLEMENT CLASS MEMBER IDENTIFICATION NUMBER: XYZ-1234567

**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 <http://www.emcwebsettlement.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, [www.EMCWebSettlement.com](http://www.EMCWebSettlement.com) 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 **October 2, 2025**.

**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 **September 2, 2025**. 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 **September 2, 2025**. 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 **September 2, 2025**; (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 9:00 a.m. on **October 20, 2025**, 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 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 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.EMCWebSettlement.com](http://www.EMCWebSettlement.com), which contains all the important documents, or call 1-866-972-3872.**

# EXHIBIT C

ID #1291

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.

**Settlement Benefits.** The Settlement 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.EMCWebSettlement.com](http://www.EMCWebSettlement.com), or call 1-866-972-3872. The claim deadline is **October 2, 2025**.

**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 **September 2, 2025**. A more detailed notice is available to explain how to object or opt out of the Settlement. Please visit the website or call 1-866-972-3872 for a copy of the more detailed notice. On **October 20, 2025**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for 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, 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.

**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.*

Visit [www.EMCWebSettlement.com](http://www.EMCWebSettlement.com) or call 1-866-972-3872 for more information.

**Eisenhower Medical Center Settlement Administrator**

P.O. Box 3274

Baton Rouge, LA 70821

**ELECTRONIC SERVICE REQUESTED**

SETTLEMENT CLAIM ID [ID]

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]

Postal Service: Do Not Mark or Cover Barcode

# EXHIBIT D

Date: Thursday, September 18th 2025, 11:59:06 AM -04:00 EDT  
Subject: [External] Reminder Notice of Settlement - B.K. and N.Z. v. Eisenhower Medical Center  
From: Eisenhower Medical Center Settlement Administrator <notice@pnclassaction.com>

**SETTLEMENT CLASS MEMBER IDENTIFICATION NUMBER: TES-1000000**

**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 <http://www.emcwebsettlement.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, [www.EMCWebSettlement.com](http://www.EMCWebSettlement.com) and submitting a Claim Form. You may also mail your Claim



**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 **September 2, 2025**. 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 **September 2, 2025**. 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 **September 2, 2025**; (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 9:00 a.m. on **October 20, 2025**, 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 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 payment of up to \$5,000 in total to the two Settlement Class Representatives. Settlement Class Members who

**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.EMCWebSettlement.com](http://www.EMCWebSettlement.com), which contains all the important  
documents, or call 1-866-972-3872.**

[Unsubscribe](#) - [Unsubscribe Preferences](#)

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# EXHIBIT E

[illegible]

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9

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

12 Plaintiffs,

13 v.

14 EISENHOWER MEDICAL CENTER,  
15

16 Defendant.  
17  
18  
19  
20

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

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

**Hearing Information**

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

21  
22 WHEREAS, Plaintiffs' Motion for Final Approval of Class Action Settlement  
23 came on for hearing before this Court on October 20, 2025, with Class Counsel  
24 Clarkson Law Firm, P.C. and Almeida Law Group LLC appearing on behalf of  
25 Plaintiffs B.K. and N.Z. and Baker & Hostetler LLP appearing on behalf of Eisenhower  
26 Medical Center;

27 WHEREAS, on October 12, 2023, Settlement Class Representatives B.K. and  
28 N.Z. filed their initial complaint in *B.K. et al. v. Eisenhower Medical Center*, Case No.

1 5:23-cv-02092-JGB-DTB, ECF No. 1;

2 WHEREAS, on April 22, 2024, Settlement Class Representatives B.K. and N.Z.  
3 filed their operative complaint in this Litigation, ECF No. 37;

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

8 WHEREAS, Defendant has denied the allegations in Plaintiffs' First Amended  
9 Complaint but has agreed to settle the matter;

10 WHEREAS, the Parties have submitted their Settlement, which this Court  
11 preliminarily approved on June 4, 2025, ECF No. 64 (the "Preliminary Approval  
12 Order");

13 WHEREAS, the Preliminary Approval Order established a Claims Deadline of  
14 October 2, 2025;

15 WHEREAS, the Preliminary Approval Order established an Opt-Out Deadline  
16 and Objection Deadline of September 2, 2025;

17 WHEREAS, in accordance with the Preliminary Approval Order, Class Members  
18 have been given notice of the terms of the Settlement and the opportunity to object to  
19 or exclude themselves from its provisions, including the ability to appear at the Final  
20 Approval Hearing;

21 WHEREAS, having received and considered the Settlement, all papers filed in  
22 connection therewith, including Plaintiffs' Motion for Final Approval of Class Action  
23 Settlement, Plaintiffs' Motion for Attorneys' Fees and Costs, and Plaintiffs' Service  
24 Awards, and the evidence and argument received by the Court at the hearing before it  
25 entered the Preliminary Approval Order and at the Final Approval Hearing on October  
26 20, 2025, the Court HEREBY ORDERS and MAKES DETERMINATIONS as follows:

27 1. Incorporation of Other Documents. The Settlement Agreement, including  
28 its exhibits, and the definitions of words and terms contained therein are incorporated

1 by reference in this Order. The terms of this Court's Preliminary Approval Order are  
2 also incorporated by reference in this Order.

3 2. Jurisdiction. This Court has jurisdiction over the subject matter of this  
4 Litigation and over the Parties, including all members of the following Settlement Class  
5 certified for settlement purposes in this Court's Preliminary Approval Order:

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

11 Excluded from the Settlement Class are (i) EMC and its affiliates, parents, subsidiaries,  
12 officers, and directors; (ii) the judge(s) presiding over this matter and their clerks; and  
13 (iii) any persons who timely opted out of the Settlement Class.

14 3. Class Certification. The Court finds and determines that the Settlement  
15 Class, as defined in the Settlement Agreement and above, meets all of the legal  
16 requirements for class certification for settlement purposes under Fed. R. Civ. P. 23(a),  
17 (b)(2), and b(3), and it is hereby ordered that the Class is finally certified for settlement  
18 purposes.

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

- 23 a. The Settlement Class is so numerous that joinder of all members is  
24 impracticable;  
25 b. There are questions of law or fact common to the Settlement Class;  
26 c. The claims of the Settlement Class Representatives are typical of the  
27 claims of the Settlement Class;  
28 d. The Settlement Class Representatives B.K. and N.Z. have fairly and

adequately protected the interests of the Settlement Class;

e. The Clarkson Law Firm, P.C. and Almeida Law Group LLC have fairly and adequately protected the interests of the Settlement Class and are qualified to represent the Settlement Class;

f. The questions of law and fact common to the Settlement Class predominate over the questions affecting only individual members; and

g. A class action is superior to other available methods for fairly and efficiently adjudicating the controversy

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

a. The Settlement Class is so numerous that joinder of all members is impracticable;

b. There are questions of law or fact common to the Settlement Class;

c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class;

d. The Settlement Class Representatives B.K. and N.Z. and Class Counsel have fairly and adequately protected the interests of the Settlement Class;

e. Defendant has acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief with respect to the Settlement Class as a whole.

6. Adequate Representation. The Court orders that Settlement Class Representatives B.K. and N.Z. are appointed as the Settlement Class Representatives. The Court also orders that Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C. and Matthew J. Langley of Almeida Law Group LLC are appointed as Class Counsel. The Court finds that the Settlement Class Representatives



1 and Class Counsel fairly and adequately represent and protect the interests of the absent  
2 Settlement Class Members in accordance with Fed. R. Civ. P. 23.

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

8 8. Settlement Class Notice. The Court directed that notice be given to  
9 Settlement Class Members by e-mail, mail, or other means pursuant to the Notice  
10 Program proposed by the Parties in the Settlement and approved by the Court. The  
11 declaration from Settlement Administrator EAG Gulf Coast, LLC attesting to the  
12 dissemination of notice to the Settlement Class demonstrates compliance with this  
13 Court's Preliminary Approval Order. The Court finds that distribution of the notice  
14 constituted the best notice practicable under the circumstances and constituted valid,  
15 due, and sufficient notice to all Settlement Class Members. The Court finds that such  
16 notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of  
17 the United States, and any other applicable laws. The Notice informed the Settlement  
18 Class of: (1) the terms of the Settlement; (2) their right to submit objections, if any, and  
19 to appear in person or by counsel at the Final Approval Hearing and to be heard  
20 regarding approval of the Settlement; (3) their right to request exclusion from the  
21 Settlement Class and the Settlement; and (4) the location and date set for the Final  
22 Approval Hearing. Adequate periods of time were provided by each of these  
23 procedures.

24 9. Settlement Class Response. As of September 22, 2025, a total of 11,754  
25 Settlement Class Members submitted valid claims. As the claims period remains open,  
26 the Parties anticipate that this number will increase. There have been zero Objections  
27 to the Settlement and eight Requests for Exclusion.

28 a. No Objections were received to the Settlement. This positive reaction by

1 the Settlement Class demonstrates the strength of the Settlement.

2 b. The Court also hereby orders that each of the individuals appearing on the  
3 list annexed to the Declaration from Settlement Administrator EAG Gulf  
4 Coast, LLC, Exhibit E, who submitted valid Requests for Exclusion are  
5 excluded from the Settlement Class. Those individuals will not be bound  
6 by the Settlement Agreement, nor will they be entitled to any of its  
7 benefits.

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

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

18 14. The Court finds that the Settlement Agreement also provides meaningful  
19 equitable relief to the Settlement Class as follows: Defendant shall create and maintain  
20 a Web Governance Committee to assess the implementation and use of analytics and  
21 advertising technologies on the Website to evaluate whether such use is consistent with  
22 Defendant's mission and applicable law. While continuing to deny liability, Defendant  
23 agrees that for two years following final approval of the Settlement, Defendant shall not  
24 use the Meta Pixel or Google Analytics source code on its Website unless the Web  
25 Governance Committee makes the requisite determination under 45 CFR  
26 § 164.514(b)(1) and Defendant makes an affirmative disclosure posted on the  
27 webpage(s) on its Website that the tool(s) is/are being used on the Website, by name.

28 15. The Court finds that the Settlement is fair when compared to the strength

1 of Plaintiffs' case, Defendant's defenses, the risks involved in further litigation and  
2 maintaining class status throughout the litigation, and the amount offered in settlement.

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

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

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

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

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

21 21. Attorneys' Fees and Costs; Service Awards. The Court approves payment  
22 of attorneys' fees to Class Counsel in the amount of \$288,750 plus their costs of  
23 \$9,180.63. This amount shall be paid from the Settlement Fund in accordance with the  
24 terms of the Settlement Agreement. The Court, having considered the materials  
25 submitted by Class Counsel in support of final approval of the Settlement and their  
26 request for attorneys' fees and costs, finds the award of attorneys' fees and costs fair,  
27 adequate, and reasonable, and the Court notes that the class notice specifically and  
28 clearly advised the class that Class Counsel would seek the award.

1           22. In making this award of attorneys' fees and costs, the Court has further  
2 considered and found that:

- 3           a. The Settlement Agreement created a Total Settlement Fund of \$875,000.00  
4           in cash for the benefit of the Settlement Class pursuant to the terms of the  
5           Settlement Agreement;  
6           b. Defendant will provide equitable relief in the form identified in Section V  
7           of the Settlement Agreement;  
8           c. Settlement Class Members who submitted valid claims will obtain a  
9           monetary benefit from the efforts of Class Counsel and the Settlement  
10          Class Representatives;  
11          d. The fee sought by the Class Counsel is fair and reasonable and based on  
12          the fees incurred by Class Counsel;  
13          e. Class Counsel have prosecuted the Litigation with skill, perseverance, and  
14          diligence, as reflected by the Settlement Fund and the positive reaction to  
15          the Settlement Agreement by the Settlement Class;  
16          f. This Litigation involved complex factual and legal issues that were  
17          extensively researched and developed by the Class Counsel;  
18          g. Class Counsel's rates are fair, reasonable, and consistent with rates  
19          accepted within this jurisdiction for complex consumer class action  
20          litigation;  
21          h. Had the Settlement not been achieved, a significant risk existed that  
22          Plaintiffs and the Settlement Class Members may have recovered  
23          significantly less or nothing from Defendant; and  
24          i. The amount of attorneys' fees awarded and expenses reimbursed are  
25          appropriate to the specific circumstances of this action.

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

1 Agreement.

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

4 26. The Court approves the Service Award payments of \$2,500 to each  
5 Settlement Class Representative, B.K. and N.Z., and finds such amounts to be  
6 reasonable in light of the services performed by Plaintiffs for the class. This amount  
7 shall be paid from the Settlement Fund in accordance with the terms of the Settlement  
8 Agreement. This Service Award is justified by: (1) the risks the Settlement Class  
9 Representatives faced in bringing this lawsuit, financial and otherwise; (2) the amount  
10 of time and effort spent on this action by the Settlement Class Representatives; and  
11 (3) the benefits the Settlement Class Representatives helped obtain for the Settlement  
12 Class Members under the Settlement.

13 27. The Court finds that the Settlement Administrator, EAG Gulf Coast, LLC,  
14 is entitled to recover costs in the amount of \$73,356.00 for Settlement Administration  
15 Costs.

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

20 29. Release. Upon the Effective Date as defined in the Settlement Agreement,  
21 the Settlement Class Members shall be deemed to have, and by operation of the  
22 Judgment herein shall have, unconditionally, fully, and finally released and forever  
23 discharged the Released Persons from all Released Claims as set forth in Section XVI  
24 of the Settlement Agreement.

25 30. Injunction Against Released Claims. Each and every Settlement Class  
26 Member shall be enjoined from prosecuting, respectively, the Plaintiffs' Released  
27 Claims and the Released Class Claims, in any proceeding in any forum against any of  
28 the Released Persons or based on any actions taken by any Released Persons authorized

1 or required by this Settlement Agreement or the Court or an appellate court as part of  
2 this Settlement.

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

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

17 33. Effect of Termination or Reversal. If for any reason the Settlement  
18 terminates or Final Approval is reversed or vacated, the Settlement and all proceedings  
19 in connection with the Settlement will be without prejudice to the right of Defendant or  
20 the Settlement Class Representatives to assert any right or position that could have been  
21 asserted if the Agreement had never been reached or proposed to the Court, except  
22 insofar as the Agreement expressly provides to the contrary. In such an event, the  
23 certification of the Settlement Class will be deemed vacated. The certification of the  
24 Settlement Class for settlement purposes will not be considered as a factor in connection  
25 with any subsequent class certification issues.

26 34. Settlement as Defense. In the event that any provision of the Settlement or  
27 this Final Order of Dismissal is asserted by Defendant as a defense in whole or in part  
28 to any claim, or otherwise asserted (including, without limitation, as a basis for a stay)

1 in any other suit, action, or proceeding brought by a Settlement Class Member or any  
2 person actually or purportedly acting on behalf of any Settlement Class Member(s), that  
3 suit, action, or other proceeding shall be immediately stayed and enjoined until this  
4 Court or the court or tribunal in which the claim is pending has determined any issues  
5 related to such defense or assertion. Solely for purposes of such suit, action, or other  
6 proceeding, to the fullest extent they may effectively do so under applicable law, the  
7 Parties irrevocably waive and agree not to assert, by way of motion, as a defense or  
8 otherwise, any claim or objection that they are not subject to the jurisdiction of this  
9 Court, or that this Court is, in any way, an improper venue or an inconvenient forum.  
10 These provisions are necessary to protect the Settlement Agreement, this Order and this  
11 Court's authority to effectuate the Settlement and are ordered in aid of this Court's  
12 jurisdiction and to protect its judgment.

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

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

21 37. The Parties and the Settlement Administrator will comply with all  
22 obligations under the Settlement Agreement until the Settlement is fully and finally  
23 administered.

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

26 39. Entry of Judgment. The Court finds, pursuant to Rules 54(a) and (b) of the  
27 Federal Rules of Civil Procedure, that Final Judgment should be entered and that there  
28 is no just reason for delay in the entry of the Judgment, as Final Judgment, as to



1 Plaintiffs, the Settlement Class Members, and Defendant.

2 **IT IS SO ORDERED.**

3  
4 Dated: \_\_\_\_\_

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5 Hon. Jesus G. Bernal  
6 United States District Judge  
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