

Electronically Received 05/11/2026 02:03 PM

1 John J. Nelson (SBN 317598)
2 **MILBERG COLEMAN BRYSON**
3 **PHILLIPS GROSSMAN, PLLC**
4 280 S. Beverly Drive
5 Beverly Hills, CA 90212
6 Telephone: (858) 209-6941
7 Email: jnelson@milberg.com

8 Ryan J. Ellersick (SBN 357560)
9 **ZIMMERMAN REED LLP**
10 6420 Wilshire Blvd, Suite 1080
11 Los Angeles, CA 90048
12 Tel: (310) 752-9385
13 Fax: (877) 500-8781
14 ryan.ellersick@zimmreed.com

15 *Counsel for Plaintiffs and the Proposed Class*

16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAMIE ORTEGA, SALLY SHIVELY,
BETSY VERGARA, PATSYANN SUTTON,
MARY PEREZ, and STEFANIE DIAMOND
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

EMANATE HEALTH MEDICAL CENTER
Defendant.

Lead Case No. 22STCV28142

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date:

Time:

Dept.

Complaint Filed:

Trial Date: None

FILED
Superior Court of California
County of Los Angeles

06/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Corleto Deputy

1 The unopposed motion by Plaintiffs for preliminary approval of the parties' proposed Class Action
2 Settlement Agreement and Release (the "Agreement") came on for hearing before this Court on June 1, 2026
3 at _____. The Court, having considered all papers filed in connection with the motion, all argument of
4 counsel, and, good cause appearing, hereby ORDERS as follows;

5 1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall
6 have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the
7 motion.

8 2. For purposes of the settlement and conditioned upon the settlement receiving final approval
9 following the final approval hearing, this Court hereby conditionally certifies the Settlement Class, defined
10 as: "all identifiable individuals who logged into the Emanate patient portal, and/or submitted an online form
11 and/or scheduled an appointment on Emanate's public website <https://www.emanatehealth.org/> (the
12 "Website"), in the time frame of August 30, 2019 to April 30, 2024."¹

13 3. The Court finds that, for the purposes of settlement: (a) the number of members of the
14 Settlement Class are so numerous that joinder is impracticable; (b) there are questions of law and fact
15 common to members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the
16 members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class, and
17 have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the
18 members of the Settlement Class predominate over any questions affecting any individual members; and (f)
19 a class action is superior to the other available methods for the fair and efficient adjudication of the
20 controversy.

21 4. For the purposes of settlement only, the Court finds and determines that the named Plaintiffs
22 will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action
23 and appoints them as Class representatives.

24 5. Eisner Amper is appointed as Claims Administrator. The Claims Administrator shall abide by
25 the terms and conditions of the Agreement that pertain to the Claims Administrator.

26 6. The Final Approval Hearing Date shall be Nov. 19, 2026 at 10:30 am, ~~2026~~ at __:0 __.m. before the
27 _____

28 ¹ Excluded from the Class are Emanate and its affiliates, parents, subsidiaries, officers, and directors, as well as
the judge(s) presiding over this matter and the clerks of said judge(s).

1 Honorable Carolyn Kuhl in Department 012, Superior Court of Los Angeles, located at 312 N. Spring Street,
2 Los Angeles, California 90012, to consider: (a) the fairness, reasonableness and adequacy of the proposed
3 Agreement; (b) any objections made by Settlement Class Members to the proposed Agreement; (c) whether
4 the Agreement should be finally approved by this Court; (d) Class Counsel's motion for attorneys' fees and
5 costs; (e) the motion seeking a service award for the Plaintiffs as Class Representatives; and (f) such other
6 matters as this Court may deem proper and necessary.

7 7. Class Counsel are to file and serve the Motion for Final Approval and Motion for Fees, Costs,
8 and Service Awards by 16 court days prior to the final approval hearing date.

9 8. The proposed forms of Class Notice are attached to the Agreement as Exhibits B-D are hereby
10 approved for the purpose of notifying the members of the Settlement Class of the proposed settlement, the
11 Final Approval Hearing date, and the rights of the members of the Settlement Class to exclude themselves
12 or object to the settlement, and shall be sent to the members of the Settlement Class substantially in the forms
13 approved. Non-substantive modifications may be made to the notices by mutual written consent of the parties
14 without further Court approval. The costs of giving Notice to the Settlement Class Members shall be deducted
15 from the common fund.

16 9. The Claims Administrator shall issue the E-mail Notice and Postcard Notice within 30 days
17 after the entry of this Preliminary Approval Order.

18 10. The Long-Form Notice shall be posted on the Settlement Website created by the Claims
19 Administrator.

20 11. The E-Mail Notice and Postcard Notice, as set forth in Exhibits B and C to the Agreement
21 and to be issued in the manner described in the Agreement, are the best notice practicable, and are reasonably
22 calculated, under the circumstances, to apprise the members of the Class of the pendency of this action and
23 their right to participate in, object to, or exclude themselves from the settlement. This Court further finds that
24 the E-Mail Notice, Postcard Notice, and Long-Form Notice, as set forth in Exhibits B, C, and D to the
25 Agreement, are sufficient notice of the Final Approval Hearing date, the settlement, the Motion for Final
26 Approval and Motion for Fees, Costs, and Service Award, and other matters set forth in the Agreement, and
27 that the Notices set forth in Exhibits B, C, and D of the Agreement fully satisfy the California Rules of Court
28

1 and due process of law, to all persons entitled thereto.

2 12. Settlement Class Members who wish to exclude themselves from the Settlement Class for
3 purposes of this settlement may do so by submitting a Request for Exclusion to the Settlement Administrator
4 that is postmarked no later than 60 days from the Notice Date. The Request for Exclusion must comply with
5 the exclusion procedures set forth in the Agreement. Each Settlement Class Member desiring to exclude him
6 or herself from the Settlement Class shall timely submit written notice of such intent to the consistent with
7 the procedure in the Notice.

8 13. Settlement Class Members who timely file a Request for Exclusion consistent with these
9 procedures may not file an objection to the settlement and shall be deemed to have waived any rights or
10 benefits under this settlement. Settlement Class Members who fail to submit a valid and timely Request for
11 Exclusion shall be bound by all terms of the Agreement and the Final Judgment.

12 14. Settlement Class Members who have not timely filed a Request for Exclusion may object to
13 the granting of final approval to the settlement. Settlement Class Members may object on their own or may
14 do so through separate counsel at their own expense.

15 15. Any written objection to the settlement must be in writing and mailed to the Settlement
16 Administrator. All Objections must: (i) set forth the Settlement Class Member's full name, current address,
17 telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii)
18 contain proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of settlement
19 notice or confirmation of online form submission or laboratory appointment scheduling); (iv) state that the
20 Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal
21 and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member
22 wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class
23 Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or
24 other duly authorized representative; and (ix) contain a list, including case name, court, and docket number,
25 of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed
26 class action settlement. All objections must be submitted to the Settlement Administrator no later than the
27 Objection Deadline. Objections will not be filed with the Court. The Settlement Administrator shall promptly
28

1 forward any objection(s) it receives to Class Counsel and Defendant's Counsel. Notwithstanding the above,
2 the Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak,
3 including those Class Members who have not submitted an Objection. Any Class Member who does not
4 make their objection(s) in the manner and by the date set forth herein shall be deemed to have waived any
5 objections and shall be forever barred from raising such objections, unless they personally appear at the final
6 approval hearing.

7 16. Settlement Class Members who have not timely filed a Request for Exclusion may object to
8 the granting of final approval to the settlement by appearing at the Final Approval Hearing and voicing their
9 objection orally.

10 17. All pretrial proceedings in this action are stayed and suspended until further order of this
11 Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval
12 Order.

13 18. In the event that the Agreement is terminated pursuant to its terms, disapproved by any court
14 (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason
15 does not occur, the order certifying the Settlement Class for purposes of effectuating the settlement, and all
16 preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon
17 notice of the same to the Court, the action shall proceed as though the Settlement Class had never been
18 certified pursuant to this Preliminary Approval Order and such findings had never been made, and the action
19 shall return to the procedural posture on the day before the Agreement was executed, in accordance with this
20 paragraph.

21 19. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains
22 continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with
23 the settlement preliminarily approved herein and the related orders of this Court.

24 20. The parties are directed to carry out their obligations under the Agreement.

25 21. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or
26 their counsel within 7 days of receipt.

27 22. Further litigation in this action shall be stayed pending final approval of the settlement.
28

1 **IT IS SO ORDERED.**

2
3 Dated: 06/01/2026



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Hon. Carolyn Kuhl
Los Angeles Superior Court