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Electronically FILED by
Superior Court of California,
County of Los Angeles
3/04/2026 11:56 AM
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

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

20 Plaintiffs,

21 v.

22 EMANATE HEALTH MEDICAL CENTER, and
23 DOE DEFENDANTS 1-10,

24 Defendant.

Case No. 22STCV28142

**PLAINTIFFS' MEMORANDUM IN
SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: May 12, 2026
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse,
Department 12

1 Plaintiffs Sally Shively, Patsyann Sutton, Mary Perez, and Stefanie Diamond (“Plaintiffs” or
2 “Representative Plaintiffs”), on behalf of themselves and all others similarly situated, hereby submit this
3 Memorandum of Points and Authorities (“Memorandum”) in Support of Plaintiffs’ Motion for
4 Preliminary Approval of Class Action Settlement (“Motion”). Defendant Emanate Health Medical Center
5 (“Emanate” and, collectively with Plaintiffs, the “Settling Parties”) does not oppose the Motion. The
6 Settlement Agreement and Release (“Class Settlement Agreement” or “S.A.”)¹ is attached as **Exhibit 1** to
7 this Memorandum.

8 **A. FACTUAL BACKGROUND**

9 1. Defendant’s Use of Tracking Tools on its Website

10 Emanate operates three hospitals and employs more than 600 primary care and specialist
11 physicians to treat thousands of patients each year. Compl. ¶ 53.² Emanate also owns and operates the
12 Website, www.emanatehealth.org, which is accessible on mobile devices and desktop computers and
13 allows patients to search for physicians, specialists, various medical information, medical services, pay
14 for medical services, sign up to support groups, and more. ¶¶ 55, 59, 77-85. Plaintiffs are Emanate patients
15 who used the Website as a necessary part of the continuum of care provided by Emanate. ¶¶ 9, 15, 21, 27,
16 33, 40. While using the Website, Plaintiffs allege that they communicated information concerning their
17 personal health conditions and treatment options. ¶¶ 9, 15, 21, 27, 33, 40, 57-59, 77-95. Plaintiffs expected
18 their private communications to be between themselves and their healthcare provider. ¶¶ 10, 16, 22, 28,
19 34, 41, 56, 96.

20 However, Plaintiffs allege that unbeknownst to themselves and other patients, Defendant
21 embedded certain tracking tools on the Website, including the Meta Pixel, which they claim allowed social
22 media platforms and marketing companies to intercept their communications with Emanate and to use that
23 information to build detailed consumer profiles to deliver advertisements to desired demographics. ¶¶ 67-
24 84, 127, 143, 145-46, 166-72 & 208. In addition to sensitive information such as patients’ specific medical
25 appointments, physicians, and conditions, Plaintiffs allege that Defendant also unlawfully intercepted and
26

27 ¹ All capitalized terms herein shall be given the same meaning as those terms are defined in the
28 Class Action Settlement Agreement and Release.

² All references to “¶” are to the Consolidated Complaint filed on July 15, 2024.

disclosed Plaintiffs’ and Class Members’ identifying information, such as the patient’s IP address and Facebook ID. ¶¶ 57-59, 85-95.

2. Procedural Posture and History of Negotiations

Plaintiffs filed the Consolidated Complaint on July 15, 2024, pleading causes of action for: (1) violation of the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code § 630, *et. seq.*; (2) the Confidentiality of Medical Information Act (“CMIA”), Cal. Civ. Code § 56, *et seq.* (3) Invasion of Privacy Under California’s Constitution and (4) Common Law Invasion of Privacy – Intrusion Upon Seclusion. Decl. of Ryan J. Ellersick in Support of Unopposed Mot. for Prelim. Approval of Class Action Settlement (“Ellersick Decl.”) ¶ 21, attached hereto as **Exhibit 2**.

On September 13, 2024, Emanate filed its demurrer, seeking dismissal of all claims. *Id.* Plaintiffs filed their response and opposition to the demurrer on October 14, 2024. *Id.* On December 4, 2024, the Court overruled Defendant’s demurrer. *Id.*

The Settling Parties recognized the benefits of possible early resolution and began discussing the selection of mediator in early February 2025. *Id.* ¶ 22. The Parties ultimately agreed to engage a well-respected mediator—Jill Sperber of Judicate West—to facilitate the exploration of a settlement. *Id.* The Parties scheduled the mediation for June 30, 2025, the earliest date available to the mediator and the Parties. *Id.* On March 7, 2025, Plaintiffs served Emanate with requests for informal discovery targeted to the discrete issues that would help facilitate a settlement. *Id.* ¶ 23. On June 16, 2025, Plaintiffs also served Emanate with Special Interrogatories and Requests for Production, and on June 23, 2025, Plaintiffs served Emanate with a draft notice of deposition for the person most knowledgeable, in the event the mediation was unsuccessful. *Id.* On June 6, 2025, Emanate provided Plaintiffs with data about where and when the tracking tools were on the Emanate Website, and the number of Emanate patients who were potentially impacted by the tracking activities. *Id.*

The Parties mediated with Ms. Sperber on June 30, 2025. *Id.* ¶ 24. The Parties did not reach a settlement at the time of mediation, but ultimately reached an agreement based on a mediator’s proposal in the days following the mediation. *Id.* The Parties subsequently negotiated the terms of the formal settlement agreement and drafted the corresponding settlement papers, which were finalized on January 29, 2026. *Id.* Before finalizing the settlement papers, Emanate provided Plaintiffs with confirmatory

1 discovery in the form of a signed confidential declaration from Christine Rendl, Emanate's Corporate
2 Director of Risk Management, detailing where and when the tracking tools were on the Emanate Website
3 and the approximate number of Emanate Website users in the agreed-upon Settlement Class. *Id.* The
4 resulting Class Action Settlement Agreement provides substantial benefits to the Settlement Class,
5 eliminates the costs and burdens of continued litigation, and fully accomplishes Plaintiffs' goals of this
6 litigation. *Id.* ¶ 26.

7 Under the terms of the Settlement, Emanate will establish a non-reversionary Settlement Fund in
8 the amount of \$777,000.00 with benefits for a Settlement Class comprised of approximately 38,850
9 persons. *Id.* ¶ 31. Each Settlement Class Member will have the opportunity to claim substantial benefits
10 from this Settlement, consisting of pro rata cash payments from the Settlement Fund. All Settlement Costs,
11 which include the Class Relief, the costs for the Notice Program and Claims Administration, costs of any
12 Attorneys' Fees and Expenses, any Service Award to Representative Plaintiffs, and all other expenses or
13 costs related to the Settlement, are paid out of the Settlement Fund. *Id.*

14 The Settlement will provide real and substantial relief to those individuals whose privacy was
15 alleged to have been compromised by Emanate's use of the tracking tools. In addition, the Settlement
16 secures important equitable relief in the form of Emanate's creation of a Web Governance Committee to
17 assess the use of tracking tools on the Website, and Emanate's agreement not to re-deploy the Meta Pixel
18 or Google Analytics for a period of two years following Final Approval unless Emanate complies with
19 certain restrictions. If approved, the Settlement will bring certainty, closure, and significant and valuable
20 relief to affected individuals, as opposed to what otherwise would likely be contentious and costly
21 litigation. The terms of the Settlement, which entitle Settlement Class Members to claim meaningful cash
22 compensation, are in the best interests of the Settlement Class and meet and exceed the applicable
23 standards of fairness, reasonableness, and adequacy. Accordingly, the Court should preliminarily approve
24 the Settlement, so that the Settlement Class can receive notice of their rights.

25 As such, Plaintiffs respectfully request that the Court enter an Order: (1) preliminarily approving
26 the proposed Settlement; (2) approving the proposed Notice Program, and directing the commencement
27 of notice pursuant to the terms in the Class Action Settlement Agreement; (3) certifying the proposed
28 Settlement Class for purposes only; (4) approving the retention of Eisner Advisory Group, LLC

1 (“EisnerAmper”) as Settlement Administrator; (5) appointing Plaintiffs Sally Shirvely, Patsyann Sutton,
2 Mary Perez, and Stefanie Diamond as Representative Plaintiffs;³ (6) appointing Zimmerman Reed LLP
3 and Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel; (7) staying all
4 proceedings in the litigation, other than those related to approval of the Class Settlement Agreement,
5 pending entry of the Final Order and Judgment; (8) staying and/or enjoining any actions brought by
6 Settlement Class Members concerning the Released Claims, pending the Court’s entry of the Final Order
7 and Judgment in the Class Settlement Agreement; and (9) scheduling a Final Approval Hearing at which
8 the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement,
9 whether it was made in good faith and should be finally approved, and whether to approve Settlement
10 Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Service Awards.

11 **B. SUMMARY OF SETTLEMENT**

12 **1. Definition of the Class.**

13 The Settlement contemplates resolution of claims on behalf of a Settlement Class comprised of
14 approximately 38,850 individuals. The proposed Settlement Class is defined as:

15 All identifiable individuals who logged into the Emanate patient portal, and/or submitted
16 an online form and/or scheduled an appointment on Emanate’s public website
17 <https://www.emanatehealth.org/> (“Website”), in the time frame of August 30, 2019, to
18 April 30, 2024.

19 S.A. ¶ 10(kk).

20 Excluded from the Settlement Class are any judge presiding over this matter and any members of
21 their first-degree relatives and judicial staff, Emanate’s officers, directors, and members, and persons who
22 timely and validly request exclusion from the Settlement Class. Plaintiffs all visited Emanate’s Website
23 during the relevant time period and have standing to represent the Settlement Class. *See* ¶¶ 9, 15, 21, 27,
24

25 ³ Plaintiffs Jamie Ortega and Betsy Vergara are not being advanced as Representative Plaintiffs at
26 this time. Class Counsel have made multiple attempts to reach Ms. Ortega and Ms. Vergara in the last
27 several weeks, but they have not been responsive. Both plaintiffs are elderly, so the lack of response may
28 be attributed to numerous factors. To avoid further delay in seeking approval of the Class Settlement,
counsel proposes moving forward with the other Representative Plaintiffs at this time, while Ms. Ortega
and Ms. Vergara will remain members of the Class.

33, 40. Moreover, Plaintiffs are residents of California and have standing to assert claims under CIPA and the CMIA on behalf of California residents.⁴ *Id.* ¶¶ 8, 14, 20, 26, 32, and 39.

2. The Settlement Fund.

Pursuant to the Settlement, Emanate will establish a non-reversionary Settlement Fund in the amount of \$777,000.00. S.A. ¶ 10(oo). Defendant shall make an initial payment into the Settlement Fund trust account thirty (30) Days after this Court enters the Preliminary Approval Order, which shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment. *See* S.A. ¶ 13. Emanate will pay the balance of the Settlement Fund into the trust account by or before thirty (30) days after the Final Approval Order. *See id.* All remaining Settlement Costs, which include the costs of any Attorneys' Fees and Expenses, any Service Award to Representative Plaintiff, payments of valid claims to the Settlement Class Members, and all other expenses or costs related to the settlement, will be paid out of the Settlement Fund. S.A. ¶¶ 13, 16. No portion of the Settlement Fund will revert to Emanate. S.A. ¶ 15.

3. Settlement Terms and Benefits to the Class.

The Settlement reached by Plaintiffs confer valuable benefits on the Settlement Class that could not have been obtained without this litigation.

Benefits to the Settlement Class will be paid from the Net Settlement Fund after payment of the cost of notice and claims administration (estimated to be \$54,291 – *see* Declaration of Ryan Aldridge Regarding Administration Qualifications and Notice Procedures (“Aldridge Decl.”), attached hereto as **Exhibit 3**), and payment of attorneys' fees of not more than 33% of the Settlement Fund (\$259,000), costs and expenses (not to exceed \$20,000), and service awards (\$2,500 each, or \$10,000 total). S.A. ¶¶ 57-58. The Net Settlement Fund is thus estimated to be \$433,709.

The benefit that every Settlement Class Member may claim from the Net Settlement Fund is a pro rata cash payment, based upon the number of claims approved. S.A ¶ 35. To get cash compensation from the Settlement, Settlement Class Member must complete and submit a valid, timely, and sworn Claim

⁴ The assertions regarding Plaintiffs' standing are for settlement purposes only and are not and should not be construed as a concession or admission from Emanate that Plaintiffs have standing for any other purposes.

1 Form. S.A. ¶¶ 24-25. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail
2 and within the 90-day Claims Period. S.A. ¶¶ 10(e), 31-32.

3 The Settlement Administrator will review and evaluate each Claim Form, including any required
4 documentation submitted, for validity, timeliness, and completeness. S.A. ¶ 32. If, in the determination of
5 the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or
6 inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member
7 notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the
8 date of the written notice to cure the deficiencies. S.A. ¶ 33.

9 The Settlement Administrator shall utilize the Settlement Fund to make all Cash Compensation.
10 S.A. ¶ 35. The Cash Compensation shall be direct deposited to the bank account provided by the Claimant
11 on his or her Claim Form, or by other electronic means provided by the Claimant on his or her Claim
12 Form; Settlement Class Members may also elect to receive payment by physical check. S.A. ¶ 36.

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

17 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses, or service
18 awards to Representative Plaintiffs until after the primary terms of the settlement had been agreed upon,
19 other than that Settlement Class Counsel would apply to the Court for an award of attorneys' fees,
20 expenses, and service awards for Plaintiffs out of the Settlement Fund. Ellersick Decl. ¶ 25.

21 Under the terms of the Settlement Agreement ultimately negotiated by the Settling Parties,
22 Settlement Class Counsel may seek reasonable attorneys' fees in an amount not to exceed 33% (or
23 \$259,000) of the Settlement Fund. S.A. ¶ 57. Settlement Class Counsel may also seek their reasonable
24 costs and expenses from the Settlement Fund, not to exceed \$20,000. *Id.* Settlement Class Counsel will
25 also request from the Court reasonable Service Awards for Representative Plaintiffs in the amount of
26
27
28

1 \$2,500.00 each, to be paid from the Settlement Fund, subject to Court approval.⁵ S.A. ¶ 58. Such an award
2 is justified as Plaintiffs have assisted counsel at each step of the litigation, including by contacting counsel
3 and assisting counsels' investigation into their experiences with Emanate's website and the factual
4 allegations asserted in the Complaint, reviewing the Complaint, and approving the terms of the Settlement
5 Agreement. *See* Declarations of Representative Plaintiffs, attached hereto as **Exhibits 4 through 7**, ¶¶ 4-
6 8. Plaintiffs understand their duties as class representatives and are willing to act as fiduciaries for absent
7 class members. *See id.*

8 A. *Notice Program and Claims Administration*

9 The Notice Program and Claims Administration will be administered by EisnerAmper
10 ("EisnerAmper" or "Settlement Administrator"), a company that specializes in class action notice plans
11 and claims administration. *See* Aldridge Decl. ¶¶ 1-2.

12 The proposed Notice Program provides that Direct Notice shall be provided to Settlement Class
13 Members via the most recent e-mail address associated with each Settlement Class Member in Emanate's
14 records or, if no e-mail address is available, via United States mail to such Settlement Class Members'
15 most recent mailing address in Emanate's records. S.A. ¶ 41. The Settlement Administrator shall perform
16 an email cleanse and skip trace of the Class List prior to sending the E-mail Notice or Postcard Notice.
17 S.A. ¶ 42. In instances where a Postcard Notice is returned with forwarding address information,
18 EisnerAmper will re-send to the newly provided address. S.A. ¶ 43. For any Postcard Notices that are
19 returned as undeliverable, EisnerAmper will utilize an advanced address search process to obtain
20 forwarding address information, with re-mailing to addresses identified through that process. *Id.* Further
21 details regarding the Notice Program are outlined in the Aldridge Declaration attached hereto as **Exhibit**
22 **3**.

23
24
25 ⁵ The requested service award is comparable to other settlements. *Saenz v. Lowe's Home Centers,*
26 *LLC*, No. 217CV08758ODWPLA, 2019 WL 1382968, at *5 (C.D. Cal. Mar. 27, 2019) ("Generally, in
27 the Ninth Circuit, a \$5,000 incentive award is presumed reasonable.").

1 The proposed notice program also includes a settlement website where Settlement Class Members
2 can find detailed information about the settlement, as well as relevant documents. S.A. ¶ 44. A dedicated
3 toll-free telephone number will be available 24 hours per day, seven days per week. Aldridge Decl. ¶ 15.
4 The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain
5 essential information regarding the Settlement and be provided responses to frequently asked questions.
6 Class Members will also have the option to leave a voicemail and receive a call back from the Settlement
7 Administrator. *Id.*

8 Here, the Class Notice is carefully written in plain language, complies with California Rule of
9 Court 3.766(d), and satisfies due process. *See* Cal. R. Ct. 3.766(d). The Class Notice includes: (1) basic
10 information about the Litigation; (2) a description of the benefits provided by the Settlement; (3) an
11 explanation of how Settlement Class Members can obtain Settlement benefits; (4) an explanation of how
12 Settlement Class Members can exercise their right to opt-out of, or object to, the Settlement; (5) an
13 explanation that any claims against Emanate related to the Litigation will be released if the Settlement
14 Class Member does not opt-out; (6) the name of Settlement Class Counsel and information regarding
15 attorneys’ fees, expenses, and the service awards for the Representative Plaintiffs; (7) the Final Approval
16 Hearing date; (8) an explanation that each Settlement Class Member has the right to appear at the Final
17 Approval Hearing; and (9) the settlement website address and a toll-free number where additional
18 information can be obtained. *See* S.A. Exs. B, C, and D.

19 The timing of the Class Notice is structured to ensure that all Settlement Class Members have
20 adequate time (60 days) to review the terms of the Class Settlement Agreement and decide whether they
21 would like to opt-out of, or object to, the Settlement. *See* S.A. ¶¶ 10(x), 10(y).

22 B. *Exclusions*

23 Each person wishing to exclude themselves from the Settlement Class must individually sign and
24 timely submit an Opt-Out request to the physical or electronic address designated by the Settlement
25 Administrator. S.A. ¶ 54. The request must be postmarked no later than the Opt-Out Date, which is 60
26 days after the Notice Date. S.A. ¶¶ 54, 10(y). Any request for exclusion must clearly manifest a Person’s
27 intent to opt-out of the Settlement Class. S.A. ¶ 54.

28 C. *Objections*

Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may mail a notice of intent to object to the Class Settlement Agreement to the Settlement Administrator at the physical or electronic address designated by the Settlement Administrator. S.A. ¶ 49. Each Objection must (i) set forth the Settlement Class Member's full name, address, telephone number, and email address (if any); (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice or confirmation of online form submission or appointment scheduling); (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. S.A. ¶ 50.

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must notify the Court (as well as Class Counsel and Defendant's Counsel) by the Objection Deadline. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers. S.A. ¶ 52(a). To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, which is sixty (60) days after the Notice Date. S.A. ¶¶ 51, 10(x).

D. The Releases

The Release for Settlement Class Members (who do not exclude themselves) encompasses claims that were or could have been asserted in this case relating to, concerning, or arising out of Emanate's use

1 of analytics tools, such as the Meta Pixel and Google Analytics, on its Website. *See* S.A. ¶¶ 76-77, 79.

2 The release of Unknown Claims encompasses:

3 any of the Released Claims that either Plaintiff does not know or suspect to exist in his or
4 her favor at the time of the release of the Released Persons that, if known by him or her,
5 might have affected his or her settlement with, and release of, the Released Persons, or
might have affected his or her decision not to object to and/or to participate in the
Settlement

6 S.A. ¶ 79. With respect to the Released Class Claims, Settlement Class Members specifically waive any
7 rights conferred upon them under California Civil Code Section 1542. S.A. ¶ 80; Cal. Civ. Code § 1542.

8 **C. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

9 **A. The Settlement Meets the Standards for Preliminary Approval**

10 California law strongly favors settling litigation. *See Bell v. Am. Title Ins. Co.*, 226 Cal. App. 3d
11 1589, 1607 (1991) (noting California’s “strong public policy in favor of settlement of class actions.”).⁶
12 This is particularly so in the context of complex litigation such as this data privacy action. *See 7-Eleven*
13 *Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) (explaining “a
14 voluntary conciliation and settlement are the preferred means of dispute resolution[,] ... especially ... in
15 complex class action litigation.”).

16 A court has “broad discretion” in approving a class settlement. *See Cellphone Termination Fee*
17 *Cases*, 186 Cal. App. 4th 1380, 1389 (2010). The required procedures are: (1) preliminary approval of the
18 settlement; (2) notice to class members; and (3) final approval of the settlement after a hearing. *See* Cal.
19 R. Ct. 3.769. In deciding whether to preliminarily approve a settlement, the court must decide whether the
20 proposed settlement is within the range of what might be considered fair, reasonable, and adequate such
21 that notice should be given to the class and a hearing scheduled to consider final approval. *Manual for*
22 *Complex Litig.* § 21.632 (4th ed.); *id.* § 13.14 (“[T]he [court] reviews the proposal preliminarily to
23 determine whether it is sufficient to warrant public notice and a hearing. If so, the final decision on
24 approval is made after the hearing.”).

25 To determine whether a settlement meets that standard, courts consider a variety of factors. *See*
26 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) (“The list of factors is not exhaustive and
27

28 ⁶ Unless otherwise stated all internal citations, quotations, brackets and emphases are omitted.

1 should be tailored to each case.”). Courts typically consider the most important factors to be “the strength
2 of the case for plaintiffs on the merits, balanced against the amount offered in settlement,” but courts also
3 weigh “the risk, expense, complexity and likely duration of further litigation,” the “risk of maintaining
4 class action status through trial,” the “extent of discovery completed and the stage of the proceedings,”
5 and the “experience and views of counsel,” among other factors. *See Munoz v. BCI Coca-Cola Bottling*
6 *Co. of L.A.*, 186 Cal. App. 4th 399, 407 (2010). A presumption of fairness exists where the settlement is
7 the result of arms-length negotiations, investigation and discovery are sufficient to permit counsel and the
8 court to act intelligently, and counsel are experienced in similar litigation. *See In re Microsoft I-V Cases*,
9 135 Cal. App. 4th 706, 723 (2006).

10 **B. The Settlement Confers Substantial Benefits on the Settlement Class.**

11 The Settlement provides significant and appropriate monetary benefits to Settlement Class
12 Members. As explained below, the proposed Settlement compares favorably to other approved data
13 privacy settlements involving the use of pixel technology and exceeds the per-person recovery of many
14 healthcare pixel settlements. Further, because the settlement was reached through extensive, arms’ length
15 negotiations following appropriate investigation and discovery conducted by experienced counsel, and
16 given the risks of further litigation in an unsettled area of law, the factors relevant to preliminary approval
17 weigh strongly in favor of approving the settlement.

18 *1. The Settlement is the Result of Extensive, Arm’s Length Negotiations*

19 Counsel for the Settling Parties engaged in extensive and adversarial negotiations regarding
20 Plaintiffs’ claims, factual and legal arguments, the benefits to be achieved in the Settlement, and the terms
21 of the Settlement. The Settling Parties’ good faith negotiations included a formal mediation session with
22 experienced mediator Jill Sperber at Judicate West. Ellersick Decl. ¶ 22. Before the mediation, Emanate
23 produced informal discovery to Plaintiffs that included information about the approximate size of the
24 class, the locations on the Emanate website where the tracking pixels were deployed and may have
25 intercepted personal health information, and the dates the tracking pixels were deployed on the website.
26 Ellersick Decl. ¶ 23; *Dunk*, 48 Cal. App. 4th at 1802. While the parties were unable to reach a resolution
27 at mediation, shortly after the mediation the parties agreed to accept a mediator’s proposal concerning the
28 principal terms of the Settlement. *See* Ellersick Decl. ¶ 24. The Settling Parties then spent the next several

1 months negotiating the finer details of the Settlement and its exhibits. *See id.* While negotiations were
2 always collegial and professional between the Settling Parties, they were also adversarial in nature, with
3 both Settling Parties advocating the position of their respective clients. *See id.* ¶ 27.

4 Consistent with best practices, the Settlement was reached after Settlement Class Counsel was
5 amply informed of the size of the Settlement Class and the nature and extent of the alleged privacy
6 violations. *See* Ellersick Decl. ¶¶ 23-24. Because the Settlement was negotiated at arm's-length by
7 experienced and knowledgeable counsel, it is entitled to a presumption of fairness. *See Dunk*, 48 Cal. App.
8 4th at 1802–03.

9 *2. Sufficient Investigation and Discovery Have Been Conducted*

10 The Settling Parties conducted sufficient investigation and discovery prior to reaching an
11 agreement to settle. Indeed, Plaintiffs and Settlement Class Counsel conducted a thorough pre-complaint
12 investigations into Emanate's use of the pixel technology (as evidenced by the screenshots in the
13 Complaint), Emanate's disclosures about the use of the pixel technology, the injuries experienced by the
14 Plaintiffs, the applicable law and available causes of action, and the resulting potential damages available
15 to Settlement Class Members. *See* Ellersick Decl. ¶ 18.

16 Prior to the mediation, Plaintiffs obtained informal discovery from Emanate that further informed
17 Plaintiffs as to the pertinent facts of this case. *See id.* ¶ 23. Following the mediation and before finalizing
18 the Settlement Agreement, Plaintiffs obtained additional confirmatory discovery through a signed
19 declaration by Emanate's Corporate Director of Risk Management detailing where and when the tracking
20 pixels were deployed on the website and the approximate number of individuals who may have been
21 impacted. *Id.* ¶ 24. The information provided by Emanate was appropriately targeted at information
22 relevant to Emanate's use of pixel technology and disclosures, and to properly inform Plaintiffs' Counsel
23 during Settlement negotiations. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000)
24 (“[F]ormal discovery is not a necessary ticket to the bargaining table where the parties have sufficient
25 information to make an informed decision about settlement.”); *Manual for Complex Litigation* § 13.12
26 (recognizing the benefits of settlement are diminished if it is postponed until discovery is completed and
27 approving of targeting early discovery at information needed for settlement negotiations). Informal
28 discovery is a recognized method of minimizing the cost, delay, and burden associated with formal

discovery. *See Manual for Complex Litigation* § 11.423.⁷ Accordingly, this factor also supports preliminary approval.

3. *The Risk and Expense of Further Litigation*

There are serious risks associated with taking any data privacy case of this type to trial, including pre-trial risks of securing class certification and defeating summary judgment. If litigation proceeds, Plaintiffs face a potential risk of losing at class certification or on the merits, or having the size of the Class reduced. The Settlement, by contrast, affords immediate and certain relief to Class Members and eliminates the risks attendant at trial and the possibility of lengthy appeals. “Avoiding such a trial and the subsequent appeals in this complex case strongly militates in favor of settlement rather than further protracted and uncertain litigation.” *Nat’l Rural Telecomms. Coop v. DirecTV*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, “unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” *Id.* at 526.

Additionally, data privacy cases of this particular type (i.e. pixel tracking cases, which is a new and novel area of data privacy litigation) present unique challenges. If the case were to proceed without settlement, there would be considerable expense incurred from expert reports, discovery, and numerous factual and legal arguments regarding liability, damages, and injunctive relief, without any guarantee of relief for the Settlement Class. While Plaintiffs have arguments and authorities that can support their allegations, the number of issues in this case, which center on a developing area of law—healthcare pixel litigation—create significant uncertainty. For example, in a recent case in the Northern District of California, the court granted summary judgment against Plaintiff on her claim under the California Invasion of Privacy Act (“CIPA”)—the principal claim at issue in this case—finding that CIPA did not apply to the defendant healthcare provider’s use of the Meta Pixel on its website. *See Doe v. Eating Recovery Ctr. LLC*, No. 23-CV-05561-VC, 2025 WL 2971090, at *1 (N.D. Cal. Oct. 17, 2025) (“The state of affairs with CIPA is untenable. Courts are issuing conflicting rulings, and companies have no way of telling whether their online business activities will subject them to liability.”).

⁷ In addition to the informal discovery conducted to facilitate the mediation and settlement discussions, Plaintiffs also served two rounds of formal discovery and were in the process of scheduling a PMK deposition before the parties agreed to a settlement in principle shortly after the mediation. Ellersick Decl. ¶ 23.

1 While Plaintiffs remain confident in their claims and have responses to the issues discussed in the
2 *Doe* case, numerous legal issues and factual disputes nonetheless exist to undermine the certainty of a
3 more favorable outcome for the Settlement Class. Plaintiffs' Counsel have also considered that, at the
4 hearing on Emanate's demurrer, the Court stated it would overrule the demurrer but signaled potential
5 issues with certifying the class.

6 This Settlement resolves these risks and provides immediate monetary relief and other benefits to
7 Settlement Class Members who will not have to face the uncertainty and delay of further litigation,
8 including class certification, summary judgment, trial, and appeals. With these factors in mind, Plaintiffs
9 and Settlement Class Counsel are confident that the proposed Settlement is favorable and in the best
10 interests of the Settlement Class.

11 *4. The Recommendations of Experienced Counsel Support Preliminary Approval*

12 Courts consider the recommendations of counsel experienced in this type of litigation in
13 determining whether to approve a settlement. *See Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224,
14 245 (2001) (explaining that the consideration and "experience and views of counsel" are factors in
15 deciding whether to approve a settlement). Here, Settlement Class Counsel are experienced in complex
16 litigation, including data privacy class actions involving Meta Pixel tracking. *See* Ellersick Decl. ¶¶ 2-14;
17 *see also* Zimmerman Reed Firm Resume attached thereto as **Exhibit A** and Milberg Firm Resume attached
18 thereto as **Exhibit B**.

19 In addition to the law firms' general qualifications, the same lawyers handling this case have
20 served and continue to serve as class counsel for multiple data privacy cases involving medical provider
21 defendants' use of pixel tracking technology and the unauthorized disclosure of their patients' private
22 information. Ellersick Decl. ¶¶ 4-5. For example, Mr. Nelson and other lawyers from Milberg served as
23 class counsel in *Warren v. Pomona Valley Hospital Medical Center*, Case No. 23STCV05324 (Los
24 Angeles County Superior Court), which included approximately 37,950 class members and a \$600,000
25 non-reversionary common fund settlement. *Id.* ¶ 12. Mr. Nelson also served as class counsel in *Bustos et*
26 *al., v. Riverside Medical Center*, Case No. CVRI2203466 (Riverside County Superior Court), which
27 involved approximately 95,000 class members and a \$1,750,000 non-reversionary common fund
28 settlement. *Id.*

1 The Milberg firm’s data privacy team also served as class counsel in *John, et al. v. Froedert Health*
2 *Inc.*, Cause No. 22023CV001935 (Circuit Court, State of Wisconsin) which included approximately
3 435,000 class members and a \$2 million non-reversionary common fund settlement. *Froedert* reached
4 final approval in September of 2023. *Id.* The Milberg team was co-lead Class Counsel in *In re Advocate*
5 *Aurora Health Pixel Litigation*, No. 22-CV-1253 (E.D. Wis.), which involved the unauthorized disclosure
6 of roughly 2.5 million of Advocate Aurora Health’s patients’ personal information through Advocate
7 Aurora Health’s use of similar pixel tracking technology on its websites. *Id.* The Court preliminarily
8 approved the \$12.25 million non-reversionary common fund settlement in *Advocate Aurora* on August
9 21, 2023. *Id.* In another similar case, *In re: Novant Health, Inc.*, Lead Case No. 1:22-cv-00697 (M.D.
10 N.C.), the Milberg team helped negotiate the settlement, and the court granted preliminary approval for a
11 class settlement of \$6,660,000 for 1.36 million persons who were affected by the use of the same pixel
12 technology. *Id.*

13 In addition to *Froedert*, *Advocate Aurora*, and *Novant*, another similar settlement was approved in
14 *Doe v. Partners Healthcare System, Inc.*, No. 19-1651 (Superior Court of the Commonwealth of
15 Massachusetts) consisting of a \$18.4 million non-reversionary common fund settlement for roughly 3
16 million class members. *Id.*

17 These six settlements in similar cases, including Milberg’s experience in handling the *Pomona*
18 *Vally*, *Riverside Medical Center*, *Froedert*, *Advocate Aurora*, *Novant*, and *Partner Healthcare System*
19 cases, were instructive in reaching the resolution of this matter. *Pomona Valley*’s settlement of \$600,000
20 for approximately 37,950 class members is roughly \$15.80 per class member. *Riverside Medical Center*’s
21 settlement of \$1,750,000 for approximately 95,000 class members is roughly \$18.42 per class member.
22 *Froedert*’s settlement of \$2 million for 435,000 class members is roughly \$4.59 per class member.
23 *Advocate Aurora*’s settlement of \$12.25 million for roughly 2.5 million class members is approximately
24 \$4.89 per class member. *Novant*’s settlement of \$6,660,000 for roughly 1,362,165 class members is
25 approximately \$4.89 per class member. *Partner Healthcare System*’s settlement of \$18.4 million for over
26 3 million class members is roughly \$6 per class member. The per class member recovery in this case—
27 approximately \$20 per class member—demonstrates that it is consistent with settlements in similar class
28 action cases, and in fact exceeds the per-class-member recovery in those cases.

1 In addition, Zimmerman Reed currently serves as class counsel in multiple healthcare pixel cases
2 around the country, including *McCulley v Banner Health*, 23-cv-00985 (D.Az., May 10, 2024) (denying
3 motion to dismiss, in part); *Castillo v. Costco Wholesale Corp.*, 2024 WL 4785136 (W.D. Wash., Nov.
4 14, 2024) (denying motion to dismiss, in part); *Williams v. TMC Health*, No 23-cv-00434-TUC-SHR
5 (D.Az., Aug. 19, 2025) (denying motion to dismiss, in part); *Strong et al., v. LifeStance Health Group*,
6 Inc. (D.Az, Apr. 21, 2023 (motion for preliminary approval of class settlement pending); *Baker, et al., v.*
7 *Seattle Children’s Hospital*, Case No. 23-2-19331-8 (King County Superior Court) (review granted by
8 Washington Supreme Court on novel issue under Washington Privacy Act). Ellersick Decl. ¶ 4. Mr.
9 Ellersick is leading many of those cases with other lawyers at Zimmerman Reed, which has provided him
10 with unique insights and perspectives concerning the factual and legal issues involved in these highly
11 technical and complex data privacy matters. *Id.* ¶ 6.

12 Based upon their extensive experience with pixel cases and their informed judgement, Settlement
13 Class Counsel believe that the Settlement is fair, reasonable, adequate, and in the best interest of the
14 Settlement Class. *Id.* ¶¶ 29, 32. Settlement Class Counsel determined this only after conducting
15 meaningful informal discovery, researching and analyzing the legal and factual issues involved, preparing
16 a detailed mediation statement, and engaging in extensive arm’s length negotiations overseen by an
17 experienced neutral mediator who provided candid insights into the strengths and weaknesses of Plaintiffs’
18 case. *Id.* ¶ 24.

19 Where, as here, a settlement is the product of informed, non-collusive negotiations, and
20 experienced counsel recommend settlement, a presumption of fairness attaches. *See 7-Eleven Owners for*
21 *Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152 (2000) (finding presumption of fairness
22 where, among other factors, “[t]he resumes of class counsel [were] a matter of record and disclose[d] that
23 all were experienced litigators, including several with prior class action litigation experience . . . [and]
24 class counsel recommended settlement on the negotiated terms”). Accordingly, Settlement Class
25 Counsel’s recommendation supports approval of the Settlement.

26 **C. The Proposed Class Notice is the Best Practicable.**

27 Once a court preliminarily approves a settlement, the second step of the approval process is to
28 disseminate notice of the pendency and settlement of the class action. *See Manual for Complex Litigation*

§ 21.63. Pursuant to California Civil Procedure Code Section 382, a court must direct the best notice practicable under the circumstances to members of the class who can be identified through reasonable effort. *See* Cal. Civ. Proc. Code § 382; Cal. R. Ct. 3.766 & 3.769(f); *Kass v. Young*, 67 Cal. App. 3d 100, 106 (1977).

California Rule of Court 3.769(f) provides that “notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.” Cal. R. Ct. 3.769(f). The rules also specify the content of the notice to class members. *Id.* 3.766. The Class Notice Program here meets these requirements.

Under the Agreement, Settlement Class Members will be provided with the best practicable opportunity to see, review, and understand the Settlement. Upon preliminary approval of the Settlement Agreement, Defendant will furnish a list of all records comprising, to the extent available, the names, e-mail addresses, and physical addresses, where available, for Settlement Class Members, which will facilitate the implementation of the Class Notice. Aldridge Decl., ¶ 9. Those Settlement Class Members will be contacted directly based on this information. Specifically, the Settlement Administrator will directly send an e-mail to all Settlement Class Members for whom Emanate has an e-mail address. *See id.* ¶¶ 8-10. If Emanate does not have an e-mail address, notice will be provided by postcard notice to the Settlement Class Member’s physical address via United States Postal Service (“USPS”) First Class mail. *Id.* ¶ 11.

The Settlement Administrator will establish a settlement website to which Settlement Class Members may refer for information about the Settlement and submit or download claim forms and submit inquiries. *Id.* ¶ 12. The Settlement Administrator will post the Settlement Agreement, the Long Notice, the claim form, as well as other important documents and deadlines. *Id.* Pursuant to California Rule of Court 3.771(b), notice of the final judgment entered in this action will also be provided to the Settlement Class by being posted on the settlement website. The Settlement Administrator will also establish a toll-free hotline to address Settlement Class Members’ inquiries. *Id.* ¶ 13.

Here, the proposed Class Notice is set forth in plain language and easily understood. The Class Notice provides neutral, objective, and accurate information about the nature of the Action and the

1 Settlement. The Class Notice describes the claims, the Settlement Class Members, the relief provided
2 under the Settlement, and Settlement Class Members' rights and options, including the deadlines and
3 means of submitting a Claim Form, opting out of or objecting to the Settlement, and/or appearing at the
4 Final Approval Hearing personally or through counsel. *See* Exhibits B, C, and D to the S.A. Further, the
5 Settling Parties have selected EisnerAmper to serve as the Settlement Administrator in this Action—a
6 company with extensive experience in disseminating class action notice and processing settlement claims.
7 *See* Aldridge Decl. ¶¶ 1-2.

8 Plaintiffs submit that the Notice Program is reasonable and provides the best notice practicable
9 under the circumstances. Accordingly, the Notice Program should be approved, and notice should be
10 directed to the Settlement Class Members.

11 **D. CLASS CERTIFICATION FOR SETTLEMENT IS PROPER**

12 Class certification is proper when the class is “ascertainable” and there is a “well-defined
13 community of interest in the questions of law and fact involved.” *Vasquez v. Super. Ct.*, 4 Cal. 3d 800,
14 809 (1971); *see also* Cal. Civ. Proc. Code § 382. A lesser standard of scrutiny applies when evaluating
15 these criteria for settlement purposes. *See Dunk*, 48 Cal. App. 4th at 1807 n.19 (courts should take
16 settlement into account in evaluating class certification). If the action satisfies the applicable standards,
17 the court must certify the class. *See Hoya v. Super. Ct.*, 75 Cal. App. 3d 122, 131 (1977). In assessing
18 settlement class certification requirements, courts may properly consider there will be no trial, and
19 therefore potential trial management problems, if any, are obviated for the settlement class. *See Wash.*
20 *Mut. Bank v. Super. Ct.*, 24 Cal. 4th 906, 927 (2001) (citing *In re Prudential Insurance Co. Sales Practices*
21 *Litigation* (3d Cir.1998) 148 F.3d 283, 315–316 & fn. 57) (observing that “manageability requirement
22 may no longer be necessary where . . . certification of a settlement-only class action was sought”). The
23 criteria are all satisfied here.

24 **A. An Ascertainable Class Exists and Is So Numerous that Joinder Is Impracticable.**

25 “Class members are ‘ascertainable’ where they may be readily identified without unreasonable
26 expense or time by reference to official records.” *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 966 (2019).
27 Here, Emanate confirmed that the Settlement Class is readily identifiable from its own records. *See*
28 Ellersick Decl. ¶ 24. Accordingly, the Settlement Class Members in this case are easily ascertainable.

Moreover, the proposed Settlement Class is so numerous that utilization of the class action procedure will inure to the benefit of the judicial system. According to Emanate’s records, the Settlement Class consists of approximately 38,850 individuals. The proposed Settlement Class is therefore so numerous that joinder is impracticable. *See* Code Civ. Proc. § 382 (authorizing class action suits when, *inter alia*, “the parties are numerous and it would be impracticable to bring them all before the court”); *Delarosa v. Boiron, Inc.*, 275 F.R.D. 582, 587 (C.D. Cal. 2011) (observing that “classes of forty or more are considered sufficiently numerous”).

B. The Class Satisfies the “Community of Interest” Requirement.

A “community of interest” exists where there are: “(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000). The Settlement Class satisfies these requirements.

1. Common Questions of Law and Fact Predominate

The test for predominance does not require that each and every issue in the case be identical for each and every class member. *See Sav-On Drug Stores, Inc. v. Super. Ct.*, 34 Cal. 4th 319, 338 (2004). Rather, the “ultimate question” is whether “the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.” *Collins v. Rocha*, 7 Cal. 3d 232, 238 (1972).

Here, the claims of the Settlement Class turn on the common questions of whether Emanate’s use of the pixel technology to transmit confidential data to third parties was an invasion of privacy and interception, and whether Emanate’s disclosures about the use of the pixel technology were adequate. Analysis of these questions involves interrelated questions that are also common across the Settlement Class, including whether CIPA was violated. Thus, common issues predominate. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 714 (1967) (finding community interest sufficiently pled where “the issues which [were] common among each group of class members would be the principal issues in any individual action, both in terms of the time to be expended in their proof and of their importance”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 316 (N.D. Cal. 2018) (observing that “the predominant issue in

1 this case is whether Anthem properly secured the personal information taken from its data warehouse.
2 That question can be resolved using the same evidence for all Settlement Class Members.”).

3 2. *Plaintiffs’ Claims Are Typical of the Settlement Class*

4 A class representative’s claims are typical if they are significantly similar to the other class
5 members. *See Daniels v. Centennial Grp., Inc.*, 16 Cal. App. 4th 467, 473 (1993). A representative
6 plaintiff’s claim is typical if he was subjected to the same alleged wrong as other class members. *See*
7 *Fireside Bank v. Super. Ct.*, 40 Cal. 4th 1069, 1090 (2007).

8 The typicality requirement is satisfied here because (i) Emanate’s alleged conduct, stemming from
9 the use of the Meta Pixel, similarly affected Plaintiffs and each member of the proposed Settlement Class;
10 (ii) each member of the Settlement Class had her personal information transmitted to third-parties by the
11 pixel technology; (iii) Plaintiffs and the Settlement Class experienced similar harms (e.g. invasion of
12 privacy and statutory violations), and (iv) Plaintiffs are and were residents of California during the Class
13 Period. Thus, Plaintiffs’ claims are typical of those of the proposed Settlement Class.

14 **C. Settlement Class Counsel Will Fairly and Adequately Represent the Settlement Class.**

15 To maintain a class action, the representative plaintiffs must adequately protect the interests of the
16 class. Adequacy of representation consists of two components: (1) a lack of any conflict of interest; and
17 (2) representation by competent and experienced counsel. *See McGhee v. Bank of Am.*, 60 Cal. App. 3d
18 442, 450 (1976). Plaintiffs and Settlement Class Counsel satisfy these requirements.

19 Here, no conflicts exist between Plaintiffs and other members of the Settlement Class. As
20 individuals whose personal information was exposed by the pixel technology, Plaintiffs stand in the same
21 shoes as the Settlement Class Members with the same incentives to maximize the recovery. *See Richmond*
22 *v. Dart Indus., Inc.*, 29 Cal. 3d 462, 474, 629 P.2d 23 (1981) (holding that class certification appropriate
23 despite presence of antagonism among class members and observing that “only a conflict that goes to the
24 very subject matter of the litigation will defeat a party’s claim of representative status”). Further, Plaintiffs
25 have demonstrated their commitment to the Settlement Class by actively participating in the prosecution
26 of this Litigation, including by conferring with their attorneys regarding the initial investigation, factual
27 allegations of the Complaint, case status, and settlement. *See* Plaintiffs’ Declarations, **Exhibits 4 through**
28 **7**. Plaintiffs have also agreed to act as Representative Plaintiffs and understand their responsibilities to act

as fiduciaries on behalf of the absent members of Settlement Class. *Id.* ¶ 8; *see also Soderstedt v. CBIZ Southern Cal. , LLC*, 197 Cal. App. 4th 133, 155-156 (2011); *Jones v. Farmers Ins. Exchange*, 221 Cal. App. 4th 986, 998 (2013).

Settlement Class Counsel are experienced class action attorneys who regularly represent and obtain significant victories for injured consumers, including in data privacy and data breach cases. Indeed, Settlement Class Counsel have been appointed as lead or class counsel in numerous class actions nationwide and have a successful track record in litigating pixel-related class actions of this type.

D. A Class Action Is the Superior Method of Adjudication.

Also relevant to the Court’s certification decision is whether a class action is the superior method of adjudication. *See Schneider v. Vennard*, 183 Cal. App. 3d 1340, 1347 (1986). Here, the value of each individual Settlement Class Member’s claim is very small compared to the costs of litigating that claim. In such a situation, the superiority requirement is met because the class action mechanism is not merely the superior method for adjudicating this controversy, it is the only viable method. *See Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234-35 (9th Cir. 1996) (“A class action is the superior method for managing litigation if no realistic alternative exists.”).

E. THE PROPOSED SCHEDULE OF EVENTS

The last step in the settlement approval process is to hold a Final Approval Hearing at which the Court will hear argument and make a final decision about whether to approve the Settlement. Specifically, Plaintiffs propose the following schedule, which Plaintiffs respectfully submit is similar to those used in numerous class action settlements and provides due process to the Settlement Class Members:

<u>Event</u>	<u>Timing</u>
Class List Date (Emanate to send to Settlement Administrator)	15 Days after Preliminary Approval
Class Notice Date	30 Days after Preliminary Approval
Objection Deadline	60 Days after Notice Date
Last Day to Opt-Out	60 Days after Notice Date
Motion for Attorneys’ Fees, Costs, and Service Award	14 Days Prior to Objection and Opt-Out Deadlines

<u>Event</u>	<u>Timing</u>
Motion for Final Approval	21 Days Prior to the Final Approval Hearing
Claims Deadline	90 Days after Notice Date
Reply Papers in Support of Final Approval	7 Days Prior to the Final Approval Hearing
Final Approval Hearing	No Less Than 130 Days after Preliminary Approval, or shortly thereafter

F. CONCLUSION

Plaintiffs respectfully request that the Court grant their motion and enter an order: (1) preliminarily approving the proposed Settlement; (2) approving the proposed Notice Program, and directing the commencement of notice pursuant to the terms in the Class Action Settlement Agreement; (3) certifying the proposed Settlement Class for purposes only; (4) approving the retention of EisnerAmper; (5) appointing Plaintiffs as Representative Plaintiffs; (6) appointing Milberg Coleman Bryson Phillips Grossman, PLLC and Zimmerman Reed LLP as Settlement Class Counsel; (7) staying all proceedings in the Litigation, other than those related to approval of the Class Settlement Agreement, pending entry of the Final Order and Judgment; (8) staying and/or enjoining any actions brought by Settlement Class Members concerning the Released Claims, pending the Court's entry of the Final Order and Judgment in the Class Settlement Agreement; and (9) scheduling a Final Approval Hearing at which the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement, whether it was made in good faith and should be finally approved, and whether to approve Settlement Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards.

Dated: March 4, 2026

Respectfully submitted,

ZIMMERMAN REED LLP

/s/Ryan Ellersick

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- 22 -

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*Attorney for Plaintiffs and the Proposed
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EXHIBIT 1

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10 *Counsel for Plaintiffs and the Proposed Class*

11 *[Additional counsel listed on signature page]*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

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

17 Plaintiffs,

18 v.

19 EMANATE HEALTH MEDICAL CENTER

20 Defendant.
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Lead Case No.: 22STCV28142

SETTLEMENT AGREEMENT

Action Filed: August 30, 2022

1 This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is
2 entered into by and between Emanate Health Medical Center (“Emanate” or “Defendant”) and
3 Sally Shively, Patsyann Sutton, Mary Perez, and Stefanie Diamond (“Plaintiffs”), both individually
4 and on behalf of the Settlement Class, in the case of *Ortega, et al., v. Emanate Health Medical*
5 *Center.*, Lead Case No. No. 22STCV28142, currently pending in the California Superior Court
6 for the County of Los Angeles (the “Litigation”). Defendant and Plaintiffs are each referred
7 to as a “Party” and are collectively referred to herein as “the Parties.”

8 **I. RECITALS**

9 1. Emanate is a nonprofit healthcare organization that provides healthcare services in
10 California’s San Gabriel Valley.

11 2. The Litigation arises out of Emanate’s use of web analytics technologies, through
12 which Plaintiffs allege that Emanate transmitted certain information about Plaintiffs’ use of and
13 interactions with Defendant’s website to third parties.

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

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

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

26 6. On June 30, 2025, Counsel for the Parties engaged in a full-day mediation before
27 Jill Sperber of Judicate West Alternative Dispute Resolution concerning a possible settlement of
28 the claims asserted or that could have been asserted in the Litigation. This mediation resulted in a

1 settlement in principle, the terms of which are reflected in this Settlement Agreement.

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

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

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

21 **II. DEFINITIONS**

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

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

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

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

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

8 e. "Claimants" shall have the meaning given in Paragraph 33.

9 f. "Class Counsel" shall mean John J. Nelson of Milberg Coleman Bryson
10 Phillips Grossman, PLLC, 280 S. Beverly Drive, Beverly Hills, CA 90212, and Ryan J. Ellersick
11 of Zimmerman Reed LLP, 6420 Wilshire Blvd, Suite 1080, Los Angeles, CA 90048.

12 g. "Court" means the Superior Court of the State of California, County of Los
13 Angeles.

14 h. "Day(s)" means calendar days, but does not include the day of the act, event,
15 or default from which the designated period of time begins to run. Further and notwithstanding the
16 above, when computing any period of time prescribed or allowed by this Settlement Agreement,
17 "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal
18 holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday,
19 or state legal holiday.

20 i. "Defendant's Counsel" means Paul G. Karlsgodt and Teresa C. Chow of
21 Baker & Hostetler LLP, located at 1801 California Street, Suite 4400, Denver, CO, 80202-2662,
22 and 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067-4301, respectively.

23 j. "Effective Date" means the date defined in Paragraph 85 of this Settlement
24 Agreement.

25 k. "E-mail Notice" means the written notice that may be provided via electronic
26 mail, substantially in the form of **Exhibit B** to this Settlement Agreement.

27 l. "Final" with respect to a judgment or order means that all of the following
28 have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals,

1 completion, in a manner that finally affirms and leaves in place the judgment or order without any
2 material modification, of all proceedings arising out of the appeal or appeals (including, but not
3 limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc*, or
4 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings
5 arising out of any subsequent appeal or appeals following decisions on remand); and (iii) if there is
6 an appeal or appeals, final dismissal of any appeal or appeals or the final dismissal of any
7 proceeding or proceedings on certiorari.

8 m. “Final Approval Hearing” means the hearing to determine whether the
9 Settlement should be given final approval and whether the applications of Class Counsel for
10 attorneys’ fees, costs, and expenses should be approved.

11 n. “Final Approval Order” means the order of the Court finally approving this
12 Settlement.

13 o. “Final Judgment” means the judgment in the Litigation, entered in
14 connection with the Settlement and Final Approval Order.

15 p. “Litigation” means the lawsuit entitled *Ortega, et al., v. Emanate Health*
16 *Medical Center.*, Lead Case No. No. 22STCV28142, currently pending in the Superior Court of the
17 State of California, County of Los Angeles, filed on August 30, 2022.

18 q. “Litigation Costs” means costs and expenses incurred by Class Counsel in
19 connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an
20 order of final judgment.

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

23 s. “Named Plaintiff(s)” means Plaintiff(s), together and individually.

24 t. “Notice and Claims Administration Costs” means all approved costs
25 incurred or charged by the Settlement Administrator in connection with providing notice to
26 members of the Settlement Class and administering the Settlement. This does not include any
27 separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or
28 representatives in this Litigation.

1 u. “Net Settlement Fund” means the amount of funds that remain in the
2 Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for
3 the following: (i) any taxes owed by the Settlement Fund, (ii) any Administration Costs, (iii) any
4 Service Awards approved by the Court, and (iv) any Attorneys’ Fees, Costs, and Expenses Award
5 approved by the Court.

6 v. “Notice Date” means a date no later than thirty (30) Days following the
7 Court’s entry of the Preliminary Approval Order, by which the Notice Program shall commence,
8 as set forth in Paragraph 43.

9 w. “Notice Program” means the notice program described in Section VIII.

10 x. “Objection Deadline” shall mean the date sixty (60) Days from the Notice
11 Date.

12 y. “Opt-out Date” shall mean the date sixty (60) Days from the Notice Date.

13 z. “Parties” means Plaintiffs collectively and Defendant, and a “Party” means
14 one of the Plaintiffs or the Defendant.

15 aa. “Plaintiffs’ Released Claims” means all claims and other matters released in
16 and by Section XVI of this Settlement Agreement.

17 bb. “Postcard Notice” means the written notice that may be provided via United
18 States Mail substantially in the form of **Exhibit D** to this Settlement Agreement.

19 cc. “Preliminary Approval Date” means the date the Preliminary Approval
20 Order has been executed and entered by the Court.

21 dd. “Preliminary Approval Order” means the order certifying the proposed Class
22 for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice
23 Program, and setting a date for the Final Approval Hearing, entered in a format the same as or
24 substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit**
25 **E**.

26 ee. “Related Entities” means Emanate’s past or present parents, subsidiaries,
27 divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as
28 well as each of Emanate’s and these entities’ respective predecessors, successors, members,

1 directors, officers, non-Settlement Class Member employees, principals, agents, attorneys,
2 providers, customers, insurers, and reinsurers, and includes, without limitation, any person related
3 to any such entity who is, was, or could have been named as a defendant in this Litigation.

4 ff. “Released Claims” means all of Plaintiffs’ Released Claims and Released
5 Class Claims.

6 gg. “Released Class Claims” means all class claims and other matters released
7 in and by Section XVI of this Settlement Agreement.

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

13 ii. “Settlement” means the settlement reflected by this Settlement Agreement.

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

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

20 ll. “Settlement Class” means all identifiable individuals who logged into the
21 Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on
22 Emanate’s public website <https://www.emanatehealth.org/> (the “Website”), in the time frame of
23 August 30, 2019 to April 30, 2024. Excluded from the Class are Emanate and its affiliates, parents,
24 subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks
25 of said judge(s). This exclusion does not apply, and should not be read to apply, to otherwise
26 eligible employees of Emanate and its Related Entities who do not timely submit valid notices of
27 intent to opt out of being Settlement Class Members as described in Section X below. Emanate
28 estimates that the Settlement Class is comprised of approximately 38,850 members.

1 mm. “Settlement Class Member[s]” means all persons who are members of the
2 Settlement Class.

3 nn. “Settlement Fund” means the non-reversionary sum of Seven Hundred
4 Seventy-Seven Thousand Dollars And No Cents (\$777,000.00), to be paid by Defendant as
5 specified in this Agreement, including any interest accrued thereon after payment.

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

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

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

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

18 **IV. THE SETTLEMENT FUND**

19 13. The Settlement Fund: Defendant agrees to make a payment of Seven Hundred
20 Seventy-Seven Thousand Dollars And No Cents (\$777,000.00) and deposit that payment into the
21 Settlement Fund as follows: (i) reasonable anticipated Administration Costs (the “Initial Payment”)
22 no later than thirty (30) Days after entry of the Preliminary Approval Order; and (ii) the balance of
23 the Settlement Fund—*i.e.*, Seven Hundred Seventy-Seven Thousand Dollars And No Cents
24 (\$777,000.00) less the amount of the Initial Payment—no later than thirty (30) Days after entry of
25 the Final Approval Order. For the avoidance of doubt, and for purposes of this Settlement
26 Agreement only, Defendant’s liability shall not exceed Seven Hundred Seventy-Seven Thousand
27 Dollars And No Cents (\$777,000.00), inclusive of Administration Costs; attorneys’ fees, costs, and
28 expenses; and service awards to the Named Plaintiffs. The timing set forth in this provision is

1 contingent upon the receipt of a W-9 and payment instructions from the Settlement Administrator
2 for the Settlement Fund no later than the date that the Preliminary Approval Order is entered. If
3 Defendant does not receive the W-9 and payment instructions by the date that the Preliminary
4 Approval Order is entered, the Initial Payment specified by this paragraph shall be made within
5 thirty (30) Days after Emanate receives the W-9 and payment instructions.

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

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

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

26 16. Use of the Settlement Fund: As further described in this Agreement, the Settlement
27 Fund shall be used by the Settlement Administrator to pay for: (i) any taxes owed by the Settlement
28 Fund, (ii) any Administration Costs; (iii) any Service Awards approved by the Court, (iv) any

1 Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to
2 Settlement Class Members, pursuant to the terms and conditions of this Agreement.

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

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

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

14 20. Treasury Regulations and Fund Investment: The Parties agree that the Settlement
15 Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury
16 Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury
17 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting
18 for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by
19 the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified
20 settlement fund from the earliest date possible and agree to any relation-back election required to
21 treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and
22 all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the
23 Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the
24 Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-
25 bearing account as may be reasonably necessary during the check clearing process. The Settlement
26 Administrator shall provide an accounting of any and all funds in the Settlement Fund, including
27 any interest accrued thereon and payments made pursuant to this Agreement, upon request of any
28 of the Parties.

1 21. Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement
2 Fund, and shall be timely paid by the Settlement Administrator without prior order of the Court.
3 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for
4 taxes (including, without limitation, taxes payable by reason of any such indemnification
5 payments). The Parties and their respective counsel have made no representation or warranty with
6 respect to the tax treatment by any Class Representative or any Settlement Class Member of any
7 payment or transfer made pursuant to this Agreement or derived from or made pursuant to the
8 Settlement Fund. Each Class Representative and Settlement Class Member shall be solely
9 responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds
10 from the Settlement Fund pursuant to this Agreement.

11 22. Limitation of Liability

12 a. Defendant and its counsel shall not have any responsibility for or liability
13 whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement
14 Administrator, or any of their respective designees or agents, in connection with the administration
15 of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement
16 Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the
17 determination, administration, calculation, or payment of any claims asserted against the Settlement
18 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the
19 payment or withholding of any taxes, expenses, and/or costs incurred in connection with the
20 taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation
21 to communicate with Settlement Class Members and others regarding amounts paid under the
22 Settlement.

23 b. The Class Representatives and Class Counsel shall not have any liability
24 whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator,
25 or any of their respective designees or agents, in connection with the administration of the
26 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;
27 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the
28 determination, administration, calculation, or payment of any claims asserted against the Settlement

Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

V. EQUITABLE RELIEF

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

VI. BENEFITS TO SETTLEMENT CLASS MEMBERS

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

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

VII. SETTLEMENT ADMINISTRATION

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

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

28. The Settlement Administrator will provide written notice of the Settlement terms to

all Settlement Class Members as follows: (i) the E-mail Notice via the most recent e-mail address associated with the Settlement Class Member in Emanate's records; and (ii) if there is no valid e-mail address, the Postcard Notice via United States Mail to the most recent mailing address associated with that Settlement Class Member in Emanate's records.

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

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

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

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

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

34. The Settlement Administrator will maintain records of all Claim Forms submitted

1 until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and
2 supporting documentation may be provided to the Court upon request and to Defendant, Class
3 Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues
4 pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide
5 other reports or information that the Court may request or that the Court or Defendant's Counsel
6 may reasonably require.

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

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

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

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

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

27 39. Except as expressly set forth herein, no portion of the Net Settlement Fund shall
28 revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net

Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed according to the provisions outlined in Paragraph 37.

VIII. NOTICE TO SETTLEMENT CLASS MEMBERS

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

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

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

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

disseminated through the Settlement Website.

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

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

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

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

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

IX. OBJECTIONS TO THE SETTLEMENT

49. Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must submit a written objection(s) to the Settlement Administrator, at the physical or electronic address set forth in the Long-Form Notice.

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

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

9 51. Objections must be submitted to the Settlement Administrator no later than the
10 Objection Deadline. The Objection Deadline shall be included in the Long-Form Notice.

11 52. Class Counsel and Defendant's Counsel may, but need not, respond to the
12 Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.
13 An objecting Settlement Class Member has the right, but is not required, to attend the Final
14 Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final
15 Approval Hearing, either with or without counsel, he or she must also notify the Court (as well as
16 Class Counsel and Defendant's Counsel) by the Objection Deadline.

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

22 b. Any Settlement Class Member who fails to timely file and serve an
23 Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in
24 person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form
25 Notice, and otherwise as ordered by the Court, may, subject to Court approval, appear and be heard
26 at the Final Approval Hearing notwithstanding the above.

27 53. Any Settlement Class Member who does not submit a timely Objection in complete
28 accordance with this Settlement Agreement and the Long-Form Notice, as otherwise ordered by

1 the Court, or who does not appear at the final approval hearing and orally state their objection shall
2 not be treated as having asserted a valid Objection to the Settlement, shall forever be barred from
3 raising any objection to the Settlement, and shall be foreclosed from seeking any review of the
4 Settlement or the terms of the Settlement Agreement by appeal or other means.

5 **X. OPT OUT PROCEDURES**

6 54. Each Settlement Class Member wishing to opt out of the Settlement Class shall
7 individually sign and timely submit written notice of such intent to the Settlement Administrator at
8 the physical or electronic address set forth in the Long-Form Notice. To be effective, written notice:
9 (a) shall be postmarked no later than the Opt-Out Date; (b) shall state the name, address, and
10 telephone number of the Settlement Class Member seeking exclusion; (c) shall be physically signed
11 by the Settlement Class Member seeking exclusion; and (d) must contain a statement to the effect
12 that “I hereby request to be excluded from the proposed Settlement Class in *Ortega, et al., v.*
13 *Emanate Health Medical Center.*, Lead Case No. No. 22STCV28142.” Any person who submits a
14 valid and timely exclusion request shall not (i) be bound by any orders or Judgment entered in the
15 Actions, (ii) be entitled to relief under this Agreement, or (iii) be entitled to object to any aspect of
16 this Agreement. No person may request to be excluded from the Settlement Class through “mass”
17 or “class” opt-outs.

18 55. All Settlement Class Members who submit valid and timely notices of their intent
19 to opt out of the Settlement Class, as set forth in Paragraph 55 above, referred to herein as “Opt-
20 Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.
21 All Persons falling within the definition of the Settlement Class who do not opt-out of the
22 Settlement Class in the manner set forth in Paragraph 55 above shall be bound by the terms of this
23 Settlement Agreement and Judgment entered thereon.

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

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

27 57. Class Counsel intends to seek reimbursement of their reasonable attorneys’ fees and
28 costs not to exceed Two Hundred and Fifty-Nine Thousand Dollars and No Cents (\$259,000.00) or

1 thirty-three percent (33%) of the total value of the Settlement Fund for attorneys' fees, plus
2 reasonable documented costs and expenses up to Twenty Thousand Dollars and No Cents
3 (\$20,000.00) incurred in prosecuting the Litigation. Class Counsel's attorneys' fees, costs, and
4 expenses awarded by the Court shall be paid no later than thirty (30) Days after entry of the Final
5 Approval Order, notwithstanding any appeals or any other proceedings which may delay the
6 Effective Date of the Settlement. For the avoidance of doubt, the Court-approved amount of any
7 attorneys' fees, costs, and expenses shall be paid from the Settlement Fund. The Parties did not
8 discuss or agree upon payment of attorneys' fees and costs until after they agreed on all material
9 terms of relief to the Settlement Class.

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

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

21 60. The Parties agree that the Court's approval or denial of any request for the Service
22 Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered
23 by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any
24 reduction to the Service Awards or award of attorneys' fees, costs, or expenses shall not operate to
25 terminate or cancel this Settlement Agreement.

26 **XII. NOTICES**

27 61. All notices to the Parties required by the Settlement Agreement shall be made in
28 writing and communicated by mail to the following addresses:

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

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

9 *and*

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

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

18 Paul G. Karlsgodt
19 **BAKER & HOSTETLER LLP**
20 1801 California Street, Suite 4400
21 Denver, Colorado, 80202-2662
22 Telephone: 303.861.0600
23 Facsimile: 303.861.7805
24 Email: PKarlsgodt@bakerlaw.com

25 *and*

26 Teresa C. Chow
27 **BAKER & HOSTETLER LLP**
28 1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508
Telephone: 310.820.8800
Facsimile: 310.820.8859
Email: tchow@bakerlaw.com

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

26 **XIII. SETTLEMENT APPROVAL PROCESS**

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

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

22 **XIV. FINAL APPROVAL HEARING**

23 64. The Parties will recommend that the Final Approval Hearing shall be scheduled no

24 earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

25 65. The Parties may file a response to any objections and a Motion for Final Approval

26 no later than fourteen (14) Court Days prior to the Final Approval Hearing.

27 66. The Parties shall ask the Court to enter a Final Approval Order and Judgment which

28 includes the following provisions:

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

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

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

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

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

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

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

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

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

4 68. Each Party shall have the right to terminate this Settlement Agreement if:

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

8 b. The Court denies final approval of this Settlement Agreement (or grants final
9 approval through an order that materially differs in substance from the proposed Final Approval
10 Order);

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

14 d. The Effective Date cannot occur.

15 69. The Parties agree to work in good faith to effectuate this Settlement Agreement
16 including to reach agreement on any modification to the Settlement necessary to obtain final
17 approval.

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

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

25 72. If this Settlement Agreement is terminated or disapproved, or if the Effective Date
26 should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval
27 Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null
28 and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation

1 as of the date and time immediately preceding the execution of this Settlement Agreement; (iii)
2 except as otherwise expressly provided, the Parties shall stand in the same position and shall
3 proceed in all respects as if this Settlement Agreement and any related orders had never been
4 executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part
5 of the Parties' settlement discussions, negotiations, or documentation (including any declaration or
6 brief filed in support of the motion for preliminary approval or motion for final approval), nor any
7 rulings regarding class certification for settlement purposes (including the Preliminary Approval
8 Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be
9 admissible into evidence for any purpose in the Litigation or any other proceeding.

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

17 74. If more than one percent (1%) of Settlement Class Members submit valid opt-out
18 forms, Emanate may, at its sole discretion, void the Settlement Agreement. However, Emanate
19 shall pay all costs of Settlement Administration incurred by the Settlement Administrator up to the
20 date it voids the Settlement.

21 **XVI. RELEASE**

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

1 76. On the Effective Date and in consideration of the promises and covenants set forth
2 in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever
3 completely released, relinquished, and discharged the Released Persons from any and all past,
4 present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and
5 costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations,
6 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or
7 capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured
8 or not matured that were or could have been asserted in the Litigation relating to, concerning, or
9 arising out of Emanate's use of analytics tools, such as the Meta Pixel and Google Analytics, on its
10 Website (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the Final
11 Approval Order so that all claims released thereby shall be barred by principles of res judicata,
12 collateral estoppel, and claim and issue preclusion (the "Plaintiffs' Released Claims"). The
13 Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any
14 proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

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

Released Class Claims.

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

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

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

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

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. For the avoidance of doubt this provision applies only to the Released Claims and not to any claims of Plaintiffs unrelated to the facts or circumstances at issues in the litigation, *e.g.*, medical malpractice claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement

1 Agreement.

2 81. Upon the occurrence of the later of the Effective Date and Defendant paying the full
3 amount of the Settlement Fund to the Settlement Administrator, and in consideration of the
4 Released Claims described herein, Emanate shall be deemed to have, and by operation of the
5 Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class
6 Representatives, Class Counsel, and all Settlement Class Members of all claims based upon the
7 institution, prosecution, settlement, or resolution of the litigation or the Released Claims, except
8 for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or
9 defenses Emanate may have against such Persons including, without limitation, any claims based
10 upon any retail, banking, debtor-creditor, contractual, or other business relationship with such
11 Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or
12 the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

13 82. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and
14 Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs'
15 Released Claims and the Released Class Claims, in any proceeding in any forum against any of the
16 Released Persons or based on any actions taken by any Released Persons authorized or required by
17 this Settlement Agreement or the Court or an appellate court as part of this Settlement.

18 83. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement
19 Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for
20 attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing
21 Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner
22 to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs'
23 Released Claims or the Released Class Claims as well as any and all claims for the Service Award
24 to Plaintiffs.

25 84. Nothing in the Releases shall preclude any action to enforce the terms of this
26 Settlement Agreement, including participation in any of the processes detailed herein. Nor shall
27 the Releases be construed to release claims for medical malpractice or bodily injury.

1 **XVII. EFFECTIVE DATE**

2 85. The "Effective Date" of this Settlement Agreement shall be the first Day after the
3 date all of the following conditions have occurred:

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

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

9 c. The Court-approved E-Mail Notice and Postcard Notice have been e-mailed
10 and mailed, respectively, other notice required by the Notice Program, if any, has been effectuated,
11 and the Settlement Website has been duly created and maintained as ordered by the Court;

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

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

16 **XVIII. MISCELLANEOUS PROVISIONS**

17 86. The recitals and exhibits to this Settlement Agreement are integral parts of the
18 Settlement and are expressly incorporated and made a part of this Settlement Agreement.

19 87. This Settlement Agreement is for settlement purposes only. Neither the fact of nor
20 any provision contained in this Settlement Agreement nor any action taken hereunder shall
21 constitute or be construed as an admission of the validity of any claim or any fact alleged in the
22 Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the
23 part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made
24 in any other proceeding, including regulatory matters, directly or indirectly involving the
25 allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be
26 offered or be admissible in evidence against the Parties or cited or referred to in any action or
27 proceeding between the Parties, except in an action or proceeding brought to enforce its terms.
28 Nothing contained herein is or shall be construed or admissible as an admission by Defendant that

1 Plaintiffs' claim, or any similar claims, are suitable for class treatment.

2 88. In the event that there are any developments in the effectuation and administration
3 of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement,
4 then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall
5 be ordered by the Court. The Parties shall execute all documents and use their best efforts to
6 perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement
7 and to take all necessary or appropriate actions to obtain judicial approval of this Settlement
8 Agreement to give this Settlement Agreement full force and effect.

9 89. Cash Compensation payments shall be issued on a *pro rata* basis, such that the
10 aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. All
11 such determinations regarding the Cash Compensation payments shall be performed by the
12 Settlement Administrator.

13 90. No person shall have any claim against Plaintiffs, Class Counsel, Defendant,
14 Defendant's Counsel, or the Released Persons, or any of the foregoing's agents or representatives
15 based on the administration of the Settlement substantially in accordance with the terms of the
16 Settlement Agreement or any order of the Court or appellate court.

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

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

1 93. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-
2 party has or claims to have a claim against any payment made to a Settlement Class Member, it is
3 the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless
4 otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for
5 such transmittal.

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

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

14 96. Neither Plaintiffs nor Class Counsel shall issue any press release to any traditional
15 news outlet, including but not limited to print newspapers, online news websites, and television and
16 radio stations, in connection with the Settlement Notice Program unless such press release is
17 approved in advance by Defendant, and/or approved by Court order.

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

26 98. If any Party institutes any legal action or other proceeding against another Party or
27 Parties to enforce this Agreement or to declare rights and/or obligations under this Agreement, the
28 prevailing party will be entitled to recover from the unsuccessful Party or Parties reasonable

1 attorneys' fees and costs incurred in connection with any such action.

2 99. This Settlement Agreement will be binding upon and inure to the benefit of the
3 successors and assigns of the Parties, Released Persons, and Settlement Class Members.

4 100. The headings used in this Settlement Agreement are for the convenience of the
5 reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In
6 construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa),
7 and the use of the masculine includes the feminine (and vice-versa).

8 101. The Parties stipulate to stay all proceedings in the Litigation until the approval of
9 this Settlement Agreement has been finally determined, except the stay of proceedings shall not
10 prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve
11 judicial approval of this Settlement Agreement.

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

15 103. Each Party to this Settlement Agreement and the signatories thereto warrant that he,
16 she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel
17 and not in reliance upon any warranty or representation, express or implied, of any nature or kind
18 by any other Party, other than the warranties and representations expressly made in this Settlement
19 Agreement.

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

22
23 Dated: January 25, 2026

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

24
25 By: 

26 JOHN NELSON

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Dated: 01/23/2026

ZIMMERMAN REED LLP

By: 

RYAN ELLERSICK

Attorneys for Plaintiffs and the Proposed Class

Dated: 01/29/2026

BAKER & HOSTETLER LLP

By: 

PAUL G. KARLSGODT
TERESA C. CHOW

Attorneys for Defendant
EMANATE HEALTH MEDICAL CENTER

Exhibit A

This Claim Form should be filled out online or by mail to the address below if you logged into the Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on Emanate's public website <https://www.emanatehealth.org> from August 30, 2019, to April 30, 2024, and would like to receive a payment from the Settlement. You may receive a payment if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for the payment.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, www.SettlementWebsite.com, or call 1-XXX-XXX-XXX for more information.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below. This Claim Form must be submitted online at the Settlement Website by **Month DD, 2026** or mailed to the Settlement Administrator at: Emanate Settlement Administrator, P.O. Box XXX, Baton Rouge, LA 70821 postmarked no later than **Month DD, 2026**.

I. CLASS MEMBER NAME AND CONTACT

Provide below your name, mailing address, 10-digit telephone number, email address, and the unique Settlement Class Member Identification Number listed on the settlement notice you received via email or mailed postcard. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

Settlement Class Member ID #

II. RELIEF SELECTION

Please review the Settlement Notice and Section VI of the Settlement Agreement (available at www.SettlementWebsite.com) for more information on who is eligible for a payment.

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

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

III. PAYMENT OPTIONS

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

PayPal -- Enter your PayPal email address: _____

Venmo -- Enter the mobile number associated with your account: _____ - _____ - _____

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

Mobile Number: _____ - _____ - _____ or Email Address: _____

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

[Street Address]

[City]

[State]

[Zip Code]

IV. SIGN AND DATE YOUR CLAIM FORM

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

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

Your signature

Date: _____
MM DD YYYY

Your name

SUBMIT YOUR CLAIM FORM ONLINE.

This Claim Form must be submitted through the Settlement Website by midnight Pacific Time on **Month DD, 2026** or mailed to the Settlement Administrator at PO Box **XXX**, Baton Rouge, LA 70821 postmarked no later than **Month DD, 2026**.

Exhibit B

SETTLEMENT CLASS MEMBER IDENTIFICATION NUMBER: [INSERT]

LEGAL NOTICE

If you logged into the Emanate patient portal, submitted an online form or scheduled an appointment on Emanate's public website from August 30, 2019, to April 30, 2024, you may be entitled to benefit from a class action settlement.

Ortega, et al., v. Emanate Health Medical Center, No. 22STCV28142
Superior Court of the State of California, County of Los Angeles

Para una notificación en Español, visitar www.settlementwebsite.com

A state 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 ("Settlement"). A Settlement has been reached in a class action lawsuit (the "Lawsuit") brought against Emanate Health Medical Center ("Emanate" or "Defendant"), relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of Emanate's use of website analytics tools, like the Meta Pixel, on its website ("Pixel Disclosure"). Plaintiffs allege that the information shared with third parties through the use of the analytics tools may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the 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 part of the Settlement Class if you logged into the Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on Emanate's public website <https://www.emanatehealth.org/> (the "Website"), from August 30, 2019 to April 30, 2024.

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..

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. To submit a Claim Form, Settlement Class Members may do so by visiting the Settlement Website, www.settlementwebsite.com or mailing the Claim Form to the Settlement Administrator. The deadline to postmark or submit your claim is **MM D, YY.**

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 Settlement Administrator and postmarked no later than **MM D, YY**. 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.

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 or submitted on the Settlement Website www.settlementwebsite.com, no later than **MM D, YY**. 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 submitted on the Settlement Website www.settlementwebsite.com or postmarked, no later than **MM D, YY**; (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 *Ortega, et al., v. Emanate Health Medical Center*, No. 22STCV28142."

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 **MM D, YY**, in Department _____ of the the Superior Court of the State of California, County of Los Angeles located **at 312 North Spring Street, Los Angeles, CA 90012** to approve: (1) the Settlement as fair, reasonable, and adequate; and

(2) the application for Plaintiffs' attorneys' fees of up to \$259,000 or 33% of the total value of the Settlement Fund and reasonable documented litigation costs of up to \$20,000, and payment of up to \$2,500 each or \$15,000 in total to the six 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.settlementwebsite.com, which contains all the important documents, or call 1-XXX-XXX-XXX.

Exhibit C

Superior Court of the State of California, County of Los Angeles

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Para una notificación en Español, visitar www.settlementwebsite.com.

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

A settlement has been reached in a class action lawsuit against Emanate Health Medical Center (“Emanate” or “Defendant”) relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to third parties, like Facebook, as a result of Emanate’s use of website analytics tools, like the Meta Pixel, on its website (“Pixel Disclosure”). Plaintiffs allege that the information shared to third parties through the use of the analytics tools may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs’ allegations in the Lawsuit.

If you logged into the Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on Emanate’s public website <https://www.emanatehealth.org/> (the “Website”), from August 30, 2019, to April 30, 2024, you are included in this Settlement as a “Settlement Class Member.”

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

Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY MMM, DD YYYY	Submitting a valid Claim Form is the only way that you can receive Cash Compensation. You may submit a Claim Form online at the settlement website, or by mail to the Settlement Administrator, postmarked no later than MMM, DD YYYY .
OBJECT TO THE SETTLEMENT BY MMM, DD YYYY	Write to the Settlement Administrator with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING ON MMM, DD YYYY	You may ask the Court for permission for you and/or your attorney to speak about your objection at the Final Approval Hearing.

OPT OUT OF THE SETTLEMENT BY MMM, DD YYYY	Provide notice to the Settlement Administrator that you do not wish to receive any payment or benefit from the Settlement or be bound by the Settlement. You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
DO NOTHING	You will not get any compensation from this Settlement, and you will give up rights to be part of any other lawsuit against Defendant about the legal claims in this case. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.

Deciding what to do...

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

Deadlines may be amended, and you should check the Settlement Website periodically for updates at www.settlementwebsite.com.

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

These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.settlementwebsite.com, or call 1-XXX-XXX-XXXX.

The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments for valid, timely claims will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved. No settlement payments will be provided unless the Court approves the Settlement, and it becomes final.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 1
1. Why is this Notice being provided?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT?	PAGE 2
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 2
7. What does the Settlement provide?	
8. What cash compensation is available?	
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM	PAGE 3
9. How do I get benefits from the Settlement?	
10. How will claims be decided?	
11. When will I get my payment and/or other benefit?	
REMAINING IN THE SETTLEMENT	PAGE 3
12. Do I need to do anything to remain in the Settlement?	
13. What am I giving up as part of the Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 4
14. Do I have a lawyer in this case?	
15. How will Class Counsel be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 4
16. How do I tell the Court that I do not like the Settlement?	
OPTING OUT OF THE SETTLEMENT	PAGE 6
18. How do I opt out of the Settlement?	
THE COURT’S FINAL APPROVAL HEARING	PAGE 6
18. When and where will the Court decide whether to approve the Settlement?	
19. Do I have to come to the Final Approval Hearing?	
20. May I speak at the Final Approval Hearing?	
IF YOU DO NOTHING.....	PAGE 7
21. What happens if I do nothing?	
GETTING MORE INFORMATION	PAGE 7
22. Are more details about the Settlement available?	
23. How do I get more information?	

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Court in charge of this case is the Superior Court of the State of California, County of Los Angeles, (“State Court”). The case is known as *Ortega, et al., v. Emanate Health Medical Center, Case No. 22STCV28142* (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, Emanate, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Defendant was responsible for the “Pixel Disclosure,” and asserts claims for: (1) violation of the California Invasion of Privacy Act (“CIPA”); (2) violation of the California Confidentiality of Medical Information Act (“CMIA”); (3) invasion of privacy under the California Constitution; and (4) intrusion upon seclusion. The Lawsuit seeks, among other things, relief for persons alleged to have been injured by the Pixel Disclosure.

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

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

3. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one Judge resolves the issues for all Class Members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you logged into the Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on Emanate's public website <https://www.emanatehealth.org/> (the "Website"), from August 30, 2019, to April 30, 2024.

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

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

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

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

Each Settlement Class Member can make a claim for payment of a *pro rata* share of a Net Settlement Fund (\$777,000.00, minus Plaintiffs' attorneys' fees, costs, and expenses, service awards to the Class Representatives, and Administration Costs). In order to claim a payment, you must provide all information requested in the Claim Form and any additional information requested by the Settlement Administrator.

Any award of attorneys' fees and litigation costs to Class Counsel (not to exceed \$259,000 or 33% of the total value of the Settlement fund in fees and \$20,000 in costs) upon Court approval, service awards (up to \$2,500 each for the six Settlement Class Representatives, totaling a maximum of \$15,000), and costs to administer the Settlement will be paid from the Settlement Fund.

8. What cash compensation is available?

Each Settlement Class Member may make a claim for payment of a *pro rata* share of a Net Settlement Fund, which is subject to proration. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund (“Cash Compensation”). The total Settlement Fund of \$777,000 will be used to pay (i) any taxes owed by the Settlement Fund, (ii) Settlement Administration Costs; (iii) Service Awards approved by the Court, (iv) Attorneys’ Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members. After these expenses, the amount remaining, or the “Net Settlement Fund” will be prorated and distributed amongst Settlement Class Members that submit a valid, timely Claim Form.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get benefits from the Settlement?

To ask for a payment, you must complete and timely submit a Claim Form. Claim Forms are available at www.settlementwebsite.com where you must also submit your Claim Form online no later than **MMM, DD YYYY**. You can also submit your Claim Form by mail, postmarked no later than **MMM, DD YYYY**, to the Settlement Administrator:

SETTLEMENT ADMINISTRATOR

Emanate Settlement Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

10. How will claims be decided?

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

Additional information regarding the claims process can be found in Section VII of the Settlement Agreement, available at www.settlementwebsite.com.

11. When will I get my payment?

Payments will be sent to Settlement Class Members who send in Valid Claim Forms on time, in the form of an electronic payment or mailed check. Payments will be issued after the Court grants “final approval” of the Settlement, and after the time for appeals has ended and any appeals have been resolved. The Court will hold a Final Approval Hearing at **9:00 a.m.** on **MMM, DD YYYY** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

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

You do not have to do anything to remain in the Settlement, but if you want a settlement payment of Cash Compensation you must timely submit a valid Claim Form online by **MMM, DD YYYY**.

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, if you do not opt out of or object to the settlement. The Court appointed John J. Nelson (SBN 317598) Milberg Coleman Bryson Phillips Grossman, Pllc, 280 S. Beverly Drive Beverly Hills, CA 90212 and, Ryan J. Ellersick of Zimmerman Reed LLP, 6420 Wilshire Blvd, Suite 1080 Los Angeles, CA 90048 to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed thirty-three percent (33%) of the combined total value of the Settlement Fund, or \$259,000, litigation costs not to exceed \$20,000, and Administration Costs (as defined in the Settlement Agreement). Class Counsel will also request approval of a service award of \$2,500.00 for each of the six Class Representatives (totaling \$15,000). If approved, these amounts, as well as the costs of notice and Settlement Administration, will be taken from the Settlement amount prior to payments made to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Settlement Class Member, you must submit a written objection(s) to the Settlement Administrator, by mail to PO Box XXX, Baton Rouge, LA 70821 or email to info@settlementwebsite.com set forth in the Long-Form Notice. The Court will consider your views before making a decision.

Your objection must:

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

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

Your objection must be served upon the Settlement Administrator below no later than **MMM, DD YYYY.**

SETTLEMENT ADMINISTRATOR

Emanate Settlement Administrator
P.O. Box **XXX**
Baton Rouge, LA 70821

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

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

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

OPTING OUT OF THE SETTLEMENT

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

17. How do I opt out of the Settlement?

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

- (a) be postmarked no later than MMM, DD YYYY;
- (b) state your name, address, and telephone number;
- (c) be physically signed by you, the Settlement Class Member; and
- (d) must contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in Ortega, et al., v. Emanate Health Medical Center., Lead Case No. No. 22STCV28142.”

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

THE COURT’S FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing at X:XX a.m./p.m. on MMM D, YY, in Superior Court of the State of California, County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.settlementwebsite.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 16). In order to speak at the Final Approval Hearing, you must file a notice of intention to appear with the Court. The Court will also decide whether to approve fees and reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

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

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

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

20. May I speak at the Final Approval Hearing?

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

IF YOU DO NOTHING

21. What happens if I do nothing?

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

GETTING MORE INFORMATION

22. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.settlementwebsite.com, or by writing to the Emanate Administrator, P.O. Box **XXX**, Baton Rouge, LA 70821.

23. How do I get more information?

Go to www.settlementwebsite.com, call **1-XXX-XXX-XXXX**, or write to the Emanate Administrator, P.O. Box **XXX**, **Baton Rouge, LA** 70821.

This Notice contains only a summary of the Settlement and the proceedings to date. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.settlementwebsite.com. You can also call Class Counsel if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the Settlement website.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL TO ASK QUESTIONS ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.

Exhibit D

A Settlement has been reached in a class action lawsuit (the “Lawsuit”) brought against Emanate Health Medical Center (“Emanate” or “Defendant”), relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to third parties as a result of Emanate’s use of the website analytics tools, like the Meta Pixel, on its website (“Pixel Disclosure”). Plaintiffs allege that the information shared with third parties through the use of analytics tools may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs’ allegations in the Lawsuit.

Settlement Benefits. 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.

The Only Way to Receive a Payment Is to Submit a Claim. To get a Claim Form, visit the website www.SettlementWebsite.com, or call 1-XXX-XXX-XXXX. The claim deadline is **Month DD, 2026**.

Other Options. If you do nothing, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement. You may also object to or opt out of the Settlement by **Month D, 2026**. A more detailed notice is available to explain how to object or opt out of the Settlement. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month DD, 2026**, 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 total value of the Settlement Fund, costs and expenses up to \$20,000, Administration Costs, and a service award of up to \$2,500 for each of the six Class Representatives. The Motion for attorneys’ fees will be posted on the website below after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

www.SettlementWebiste.com

1-XXX-XXX-XXXX

Legal Notice

If You Logged Into the Emanate Patient Portal, Submitted an Online Form, or Scheduled an Appointment on Emanate's Public Website From August 30, 2019, to April 30, 2024, You May Be Eligible for Benefits From a Class Action Settlement.

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

Who Is Included? If you logged into Emanate's patient portal, and/or submitted an online form and/or scheduled an appointment on Emanate's public website <https://www.emanatehealth.org> from August 30, 2019, to April 30, 2024, you are included in this Settlement as a "Settlement Class Member."

Visit www.SettlementWebsite.com or call 1-XXX-XXX-XXXX for more information.

Emanate Settlement Administrator

P.O. Box XXX

Baton Rouge, LA 70821

**PREMIERED
FIRST CLASS
U.S. POSTAGE
PAID
RPI**

ELECTRONIC SERVICE REQUESTED

Postal Service: Do Not Mark or
Cover Barcode

SETTLEMENT
CLAIM ID [ID]
[FIRST NAME]
[LAST NAME]
[ADDRESS]
[ADDRESS]



4902-4909-6583.v2

[CITY] [STATE] [ZIP]

FE40

4902-4909-6583.v2

Exhibit E

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

280 S. Beverly Drive
Beverly Hills, CA 90212
Telephone: (858) 209-6941
Email: jnelson@milberg.com

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

Counsel for Plaintiffs and the Proposed Class

**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

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 _____ 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 _____, 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 _____.

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
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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
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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.
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2 **IT IS SO ORDERED.**

3
4 Dated: _____

5 Hon. Carolyn Kuhl
6 Los Angeles Superior Court
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EXHIBIT 2

John J. Nelson (SBN 317598)
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*Attorney for Plaintiff and the Proposed
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

EMANATE HEALTH MEDICAL CENTER, and
DOE DEFENDANTS 1-10,

Defendant.

Case No. 22STCV28142

**DECLARATION OF RYAN J.
ELLERSICK IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: May 12, 2026
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse,
Department 12

1 I, Ryan Ellersick, being competent to testify, make the following declaration:

2 1. I am a Partner at the law firm Zimmerman Reed LLP. I am one of the lead attorneys in this
3 matter, and I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class
4 Action Settlement ("Motion for Preliminary Approval"). I am admitted to practice law in California and
5 am a member in good standing of the State Bar of California. I make this Declaration based on my personal
6 knowledge of the matters set forth herein and based on my active participation in all material aspects of
7 this litigation. If called upon to do so, I could and would testify competently thereto.

8 **Qualifications of Counsel**

9 2. I have been licensed to practice law in California since 2024. In addition to being admitted
10 in the State of California, I am admitted to practice in Washington and Arizona, as well as the Southern
11 District of California, the Central District of California, the Northern District of California, the Eastern
12 District of California, the Western District of Washington, and the District of Arizona. I received my law
13 degree from Gonzaga University School of Law in 2010 and my Bachelor of Arts degree from Brigham
14 Young University in 2007.

15 3. Before joining Zimmerman Reed, I served as a federal prosecutor for the U.S. Department
16 of Justice. I spent seven years at the U.S. Attorney's Office in the District of Arizona, where I most
17 recently served as the Chief of the Financial Crimes and Public Corruption Section. I also served for three
18 years in the Public Integrity Section of the Criminal Division in Washington, D.C. During my tenure at
19 the Department of Justice, I focused on complex financial crimes and public corruption. I also tried nine
20 jury trials to verdict as lead or co-lead counsel.

21 4. At Zimmerman Reed, I handle a wide variety of matters in state and federal courts and in
22 private arbitrations. As relevant to this case, I have been involved in multiple class actions against
23 healthcare providers for deploying tracking technologies, including the Meta Pixel, on their websites,
24 resulting in the unlawful disclosure of protected health information to third parties. Those matters include,
25 *McCulley v Banner Health*, 23-cv-00985 (D.Az., May 10, 2024) (denying motion to dismiss, in part);
26 *Castillo v. Costco Wholesale Corp.*, 2024 WL 4785136 (W.D. Wash., Nov. 14, 2024) (denying motion to
27 dismiss, in part); *Williams v. TMC Health*, No 23-cv-00434-TUC-SHR (D.Az., Aug. 19, 2025) (denying
28 motion to dismiss, in part); *Strong et al., v. LifeStance Health Group, Inc.* (D.Az, Apr. 21, 2023) (motion

1 for preliminary approval of class settlement pending); *Baker, et al., v. Seattle Children's Hospital*, Case
2 No. 23-2-19331-8 (King County Superior Court) (review granted by Washington Supreme Court on novel
3 issue under Washington Privacy Act).

4 5. I am also leading related litigation against H&R Block based on the unlawful disclosure of
5 tax information via tracking technologies, including the Meta Pixel, deployed on the H&R Block website.
6 Zimmerman Reed is the sole lead counsel in a class action against H&R Block, *Rios, et al. v. HRB Digital,*
7 *LLC et al.*, 25-cv-03530-EMC (N.D. Cal., Apr. 22, 2025), which is currently on appeal for a decision
8 denying H&R Block's motion to compel arbitration. I am also leading multiple private arbitrations against
9 H&R Block based on the same factual allegations. As lead counsel, I recently tried four of the arbitrations
10 through a full evidentiary hearing that included expert testimony from both sides.

11 6. Serving in a leading role in many of these cases with other lawyers at Zimmerman Reed
12 has provided me with unique insights and perspectives concerning the factual and legal issues involved in
13 these highly technical and complex data privacy matters.

14 7. In addition, Zimmerman Reed has extensive experience in the prosecution, trial, and
15 settlement administration of a broad range of class actions and other types of complex litigation. Attached
16 hereto as **Exhibit A** is the firm's leadership resume reflecting its role as lead or liaison counsel in MDLs,
17 steering committee or sub-committee positions in MDLs, and lead counsel in class action lawsuits.

18 8. Zimmerman Reed attorneys hold weekly meetings, bi-weekly partnership meetings, and
19 bi-annual retreats to discuss pertinent issues that arise in cases the firm investigates and files. I regularly
20 participate in those meetings and discussions, which provide me a fuller understanding of privacy
21 litigation and the disputes and legal issues that often arise in the course of litigating such claims. In
22 addition, other attorneys at my firm contribute, advise, and assist my practice as needed depending on the
23 particular case. This collaborative environment is why I believe Zimmerman Reed's skill and experience
24 as a firm is also relevant to my declaration. I have consulted with my partners extensively about this case
25 and the proposed settlement.

26
27 9. I am serving as co-lead counsel in this case with John Nelson, a Partner at Milberg Coleman
28 Bryson Phillips Grossman, PLLC, who specializes in consumer protection, data breach, cybersecurity,

1 and privacy class action and complex litigation on behalf of plaintiffs. Mr. Nelson has provided me with
2 the information about his experience and the experience of Milberg that are relevant to counsels'
3 qualifications to handle this litigation.

4 10. As a member of Milberg's Data Privacy team, Mr. Nelson recently been appointed by state
5 and federal courts as class counsel in data breach class actions: *In Re: Ethos Technologies Inc. Data*
6 *Breach Litigation*, Case No. 3:22-cv-09203-SK (N.D. Cal.) (preliminary approval granted on August 8,
7 2023); *Garges v. Liberty Partners Financial Services, LLC*, (Cal. Sup. Ct. for Santa Cruz Cty.)
8 (preliminary approval granted October 11, 2023); *Khederlarian et al, v. Utility Trailer Manufacturing*
9 *Co.*, Case No. 22STCV30604 (Cal. Sup. Ct. for Los Angeles Cty.) (final approval granted November 1,
10 2023); *Michael Wilson v. Maxim Healthcare Services, Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL
11 (Cal. Super. Ct. for San Diego Cty.) (final approval granted July 28, 2023); and *Franchi, et al. v. Barlow*
12 *Respiratory Hospital*, Case No. 22STCV09016 (Cal. Sup. Ct. for Los Angeles Cty.) (preliminary approval
13 granted December 8, 2023). Mr. Nelson has also been appointed to the Plaintiffs' Steering Committee in
14 *Cheng et al v. Toyota Motor Corporation, et al* a nationwide class action involving defective fuel pumps
15 which resulted in a 330-million-dollar nationwide settlement. Case No. 1:20-CV-00629 (E.D.N.Y.) (final
16 approval granted December 21, 2022). And he was also appointed to the Executive Committee in *In re*
17 *Seresto Flea and Tick Collar Marketing, Sales Practices and Product Liability Litigation*, MDL No. 3009,
18 Master Docket Case No. 1:21-cv-04447 (N.D. Ill.) (case ongoing).

19 11. In addition to Mr. Nelson's personal qualifications, he brings the support and resources of
20 Milberg to this case on behalf of the putative class. Milberg pioneered federal class action litigation and
21 is widely recognized as a leader in defending the rights of victims of corporate and other large-scale
22 wrongdoing, repeatedly taking the lead in landmark cases that have set groundbreaking legal precedents,
23 prompting changes in corporate governance, and recovering over \$50 billion in verdicts and settlements.
24 A brief firm biography is attached to this declaration as **Exhibit B**.

25 12. Milberg is and has been one of the nation's most prominent class action law firms since its
26 founding in 1965. Milberg continues to break new ground in cybersecurity and data privacy cases,
27 including taking a co-lead counsel role in the high-profile *In re: Blaukbaud, Inc. Customer Data Security*
28 *Breach Litigation* (MDL 2972) that has established pleading standards and Art. III standing guidelines for

1 data breach cases. Milberg has litigated and is litigating multiple class actions against other companies
2 within the same industry as Emanate. Mr. Nelson and other lawyers from Milberg served as class counsel
3 in *Warren v. Pomona Valley Hospital Medical Center*, Case No. 23STCV05324 (Los Angeles County
4 Superior Court), which included approximately 37,950 class members and a \$600,000 non-reversionary
5 common fund settlement. Mr. Nelson also served as class counsel in *Bustos et al., v. Riverside Medical*
6 *Center*, Case No. CVRI2203466 (Riverside County Superior Court), which involved approximately
7 95,000 class members and a \$1,750,000 non-reversionary common fund settlement. The Milberg firm's
8 data privacy team also served as class counsel in *John, et al. v. Froedert Health Inc.*, Cause No.
9 22023CV001935 (Circuit Court, State of Wisconsin) which included approximately 435,000 class
10 members and a \$2 million non-reversionary common fund settlement. *Froedert* reached final approval in
11 September of 2023. The Milberg team was co-lead Class Counsel in *In re Advocate Aurora Health Pixel*
12 *Litigation*, No. 22-CV-1253 (E.D. Wis.), which involved the unauthorized disclosure of roughly 2.5
13 million of Advocate Aurora Health's patients' personal information through Advocate Aurora Health's
14 use of similar pixel tracking technology on its websites. The Court preliminarily approved the \$12.25
15 million non-reversionary common fund settlement in *Advocate Aurora* on August 21, 2023. In another
16 similar case, *In re: Novant Health, Inc.*, Lead Case No. 1:22-cv-00697 (M.D. N.C.), the Milberg team
17 helped negotiate the settlement, and the court granted preliminary approval for a class settlement of
18 \$6,660,000 for 1.36 million persons who were affected by the use of the same pixel technology. In addition
19 to *Froedert*, *Advocate Aurora*, and *Novant*, another similar settlement was approved in *Doe v. Partners*
20 *Healthcare System, Inc.*, No. 19-1651 (Superior Court of the Commonwealth of Massachusetts) consisting
21 of a \$18.4 million non-reversionary common fund settlement for roughly 3 million class members.

22 13. Since March 14, 2020, Mr. Nelson and the attorneys in his data breach practice group at
23 Milberg have been appointed class counsel in dozens of data breach or data privacy cases, including:
24 a. *Kenney et al. v. Centerstone of America, Inc.*, Case No. 3:20-cv-01007 (M.D. Tenn.)
25 (appointed co-class counsel in data breach class action settlement involving over 63,000
26 class members; final approval granted August 2021);
27 b. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class counsel
28 in a data breach class action settlement; final approval granted Feb. 2021);
c. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D.
Mo.) (appointed class counsel; final approval granted Dec. 2020);

- d. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted Feb. 2021);
- e. *Jackson-Battle v. Navicent Health, Inc.*, Civil Action No. 2020-CV-072287 (Superior Court of Bibb County, Georgia) (appointed class counsel in data breach case involving 360,000 patients; final approval granted Aug. 2021);
- f. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted Sept. 2020);
- g. *Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.) (appointed class counsel in data breach settlement, final approval granted September 2021);
- h. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington) (appointed class counsel in data breach case, final approval granted September 2021);
- i. *Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (Mr. Lietz appointed Settlement Class Counsel; final approval granted October 2021);
- j. *Carr et al. v. Beaumont Health et al.*, Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, Michigan) (Mr. Lietz appointed co-class counsel in data breach case involving 112,000 people; final approval granted October 2021);
- k. *Klemm et al. v. Maryland Health Enterprises Inc.*, Case No. C-03-CV-20-022899 (Circuit Court for Baltimore County, Maryland) (appointed class counsel; final approval granted November 2021);
- l. *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Civil Action No. SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed Settlement Class Counsel in data breach case involving 55,652 people; final approval granted April 2022);
- m. *Powers, Sanger et al v. Filters Fast LLC*, Case 3:20-cv-00982-jdp (appointed co-lead Settlement Class Counsel; final approval granted July 2022);
- n. *Garcia v. Home Medical Equipment Specialists, LLC*, Case No. D-202-cv-2021-06846 (appointed class counsel; final approval granted June 2022);
- o. *Baldwin et al. v. National Western life Insurance Company*, Case No. 2:21-cv-04066 (W.D. Mo.) (appointed co-class counsel; final approval granted June 2022);
- p. *Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. CA) (appointed co-class counsel; final approval granted November 2022);
- q. *Paras et al. v. Dental Care Alliance*, Civil Action No. 22EV000181 (State Court of Fulton County, Georgia) (appointed co-class counsel; final approval granted September 2022);
- r. *James v. CohnReznick LLP*, Case No. 1:21-cv-06544 (S.D.N.Y.), (appointed as co-class counsel; final approval granted September 2022);
- s. *Purvis, et al v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (N.D. Ga.) (appointed class counsel; final approval granted October 2022);

- 1 t. *In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed
co-lead counsel in nationwide class action);
- 2 u. *Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock County,
3 Idaho) (appointed co-lead counsel in data breach class action involving 17,000 class
members; granted final approval of settlement valued at \$3.3 million);
- 4 v. *In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-SJB
5 (E.D.N.Y.) (appointed co-lead counsel);
- 6 w. *Suren et al. v. DSV Solutions, LLC*, Case No. 2021CH000037 (Circuit Court for the
Eighteenth Judicial Circuit of DuPage County, Illinois) (appointed Settlement Class
7 Counsel, final approval granted Sept. 27, 2021);
- 8 x. *Kolar v. CSI Financial Services LLC dba ClearBalance*, Case No. 37-2021-00030426-CU-
NP-CTL (Superior Court of San Diego County, California) (appointed co-lead class
9 counsel, final approval granted January 2023);
- 10 y. *In re: California Pizza Kitchen Data Breach Litigation*, Master File No.: 8:21-cv-01928-
DOC-KES (C.D. CA) (appointed settlement class counsel; final approval granted February
11 2023);
- 12 z. *Snyder v. Urology Center of Colorado, P.C.*, Case No. 2021CV33707 (2nd District Court,
Denver County, Colorado) (appointed settlement class counsel; final approval granted
13 October 2022);
- 14 aa. *Steen v. The New London Hospital Association, Inc.*, Civil Action No. 217-2021-CV-00281
(Merrimack Superior Court, New Hampshire) (appointed class counsel; final approval
15 granted January 2023);
- 16 bb. *Gonshorowski v. Spencer Gifts LLC*, Docket Number ATL-L-000311-22 (Superior Court
of New Jersey, Law Division, Atlantic County) (appointed Class Counsel; final approval
17 granted September 12, 2022);
- 18 cc. *Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.) (appointed
Co-lead Counsel, final approval granted of \$17.1 million class settlement);
- 19 dd. *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D.
Ind.) (appointed co-lead counsel in data breach involving over 1 million persons; final
20 approval of \$4.35 million settlement granted July 2022);
- 21 ee. *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.)
(appointed co- lead counsel in data breach case involving over 2.4 million class members;
22 final approval of \$4.75 million settlement granted June 2022);
- 23 ff. *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.)
(appointed co- lead counsel in data breach case involving over 3 million class members);
24
- 25 gg. *Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.) (\$11
million settlement for a major data breach involving more than 4 million consumers; final
26 approval granted January 2023).
- 27 hh. *Hough v. Navistar, Inc.*, Case No.: 2021L001161 (Ill. 18th Jud. Cir. Crt., DuPage
Cnty.); (appointed co-lead class counsel; final approval granted May 2022);
- 28 ii. *Clark v. Mercy Hospital, et al*, Case No. CVCV082275 (Iowa Dist. Crt, Johnson Cnty.)
(appointed class counsel; final approval granted July 2022);

- 1 jj. *Myschka, et al v. Wolfe Clinic, P.C. d/b/a Wolfe Eye Clinic*, (Iowa Dist. Crt., Marshall
2 Cnty.) (appointed class counsel; final approval granted June 2022);
- 3 kk. *Devine, et al v. Health Aid of Ohio, Inc.*, (Ohio Court of Common Pleas,
4 Cuyahoga Cnty.) (appointed class counsel; final approval granted September 2022);
- 5 ll. *Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250-RBJ (D.
6 Colo.), (appointed class counsel; final approval granted August 2022);
- 7 mm. *Bodie v. Capitol Wholesale Meats, Inc.*, Case No. 2022CH000020 (Ill. 18th Jud.
8 Cir. Crt., DuPage Cnty.) (appointed class counsel; final approval granted June 2022);
- 9 nn. *Culp v. Bella Elevator LLC*, Case No. 2021-CH-00014 (Ill. 10th Jud. Cir. Crt., Peoria
10 Cnty.) (appointed class counsel; final approval granted May 2022);
- 11 oo. *Cain, et al. v. OSF Healthcare*, Case No. 21-L-00231 (Circuit Court for the Tenth
12 Judicial Circuit of Peoria County, Illinois) (appointed settlement class counsel; final
13 approval granted January 2023);
- 14 pp. *Nelson et. al v. Bansley & Kiener, LLP*, Civil Action No. 2021CH06274 (Ill. 1st Jud. Cir.
15 Crt., Cook Cnty.) (appointed class counsel; final approval granted November, 2022);
- 16 qq. *Henderson et al. v. San Juan Regional Medical Center*, Case No. D-1116-CV-2021=01043
17 (11th Jud. Dist. Court, San Juan County, NM) (appointed class counsel; final approval
18 granted March 2023);
- 19 rr. *Cathy Shedd v. Sturdy Memorial Hospital, Inc.*, Civ. Action No: 2173 CV 00498 (Mass.
20 Sup. Ct. Dept.) (appointed class counsel; final approval granted February 2023);
- 21 ss. *Pagan et al. v. Faneuil, Inc.*, Civil Action No. 3:22-cv-297 (E.D. Va.)(appointed class
22 counsel; final approval granted February 2023);
- 23 tt. *Hawkins et al. v. Startek, Inc.*, Case No. 1:22-cv-00258-RMR-NRN (USDC CO)(appointed
24 class counsel; final approval granted April 2023);
- 25 uu. *McManus v. Gerald O. Dry, P.A.*, Case No. 22 CVS 001776 (N.C. Superior Court for
26 Cabarrus County) (appointed settlement class counsel; final approval granted March,
27 2023);
- 28 vv. *McHenry v. Advent Health Partners, Inc.*, Case No. 3:22-cv-00287 (USDC MD
 TN)(appointed class counsel; final approval granted April 2023),
- ww. *Lopez v. San Andreas Regional Center*, Case N0. 21CV386748 (Sup. Ct. CA, Santa
 Clara County) (appointed settlement class counsel; preliminary approval granted
 December 13, 2022);
- xx. *Charlie, et al. v. Rehoboth McKinley Christian Health Care Services*, Civil No 21-652
 SCY/KK (USDC NM) (appointed class counsel, final approval granted May 2023);
- yy. *Arbuthnot v. Acuity – CHS, LLC*, Case No. 6:22-cv-658-PGB-DCI (USDC MD FL,
 Orlando Division) (appointed Settlement Class Counsel; preliminary approval granted
 April 6, 2023);
- zz. *Bergeson v. Virginia Mason Medical Center*, Case No. 22-2-09089-8 SEA (Superior Court
 of Washington for King County) (appointed Settlement Class Counsel; preliminary
 approval granted April 7, 2023);

1 detailed consumer profiles to deliver advertisements to desired demographics. ¶¶ 67-84, 127, 143, 145-
2 46, 166-72 & 208. In addition to sensitive information such as patients’ specific medical appointments,
3 physicians, and conditions, Defendant also unlawfully intercepted and disclosed Plaintiffs’ and Class
4 Members’ identifying information, such as the patient’s IP address and Facebook ID. ¶¶ 57-59, 85-95.

5 18. Zimmerman Reed conducted a thorough pre-complaint investigation into the
6 circumstances surrounding Emanate’s deployment of the Meta Pixel on its website. Mr. Nelson has
7 advised that Milberg also conducted a thorough pre-complaint investigation, including by engaging expert
8 consultants to determine whether and how the pixel was configured on Emanate’s website and the type of
9 information captured and disclosed via the pixel technology. Both firms also researched the applicable
10 law and available causes of action, and the resulting potential damages available to Settlement Class
11 Members. In doing so, we gathered all the information that was available regarding Emanate and the Meta
12 Pixel—including information regarding Defendant generally, publicly available documents concerning
13 online tracking tools and pixel technology, and consumer expectations concerning online privacy and the
14 confidentiality of medical information. The initial investigation into the facts of the case allowed Plaintiffs
15 to initiate this litigation with confidence that they would prevail.

16 17 **Procedural Posture and Negotiations**

18 19. Milberg filed the initial complaint in this action on August 30, 2022, pleading causes of
19 action for: (1) violation of the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code § 630, *et*
20 *seq.*; (2) the Confidentiality of Medical Information Act (“CMIA”), Cal. Civ. Code § 56, *et seq.* (3)
21 Invasion of Privacy Under California’s Constitution and (4) Common Law Invasion of Privacy – Intrusion
22 Upon Seclusion. Unaware of the pending case against Emanate, on December 5, 2023, Zimmerman Reed
23 filed a complaint raising many of the same claims against Emanate.

24 20. On March 27, 2024, the Court issued an order relating the two cases and assigning both
25 matters to this Court. By stipulation, the cases were consolidated, and the Court appointed Milberg and
26 Zimmerman Reed as co-lead counsel on April 25, 2024.

27 21. In May 2024, Emanate served Plaintiffs with Responses and Objections to discovery
28 requests previously served by Milberg. On July 15, 2024, Plaintiffs filed a Consolidated Complaint

1 (“Complaint”) pleading causes of action for: (1) violation of the California Invasion of Privacy Act
2 (“CIPA”), Cal. Penal Code § 630, *et. seq.*; (2) the Confidentiality of Medical Information Act (“CMIA”),
3 Cal. Civ. Code § 56, *et seq.*; (3) Invasion of Privacy Under California’s Constitution and (4) Common
4 Law Invasion of Privacy – Intrusion Upon Seclusion. On September 13, 2024, Emanate filed a demurrer
5 to the Complaint, and Plaintiffs filed their response 30 days later. On December 4, 2024, the Court issued
6 a ruling denying Emanate’s demurrer. At the oral argument on the demurrer, the Court indicated that,
7 while the claims could move forward, Plaintiffs may face challenges at the class certification stage.

8 22. While counsel believed strongly in the merits of the case, we also recognized the benefits
9 of possible early resolution. Following the Court’s overruling of Defendant’s demurrer, the Settling Parties
10 agreed to pursue mediation and began discussing the selection of a mediator in February 2025. The
11 Settling Parties ultimately agreed to engage a well-respected mediator—Jill Sperberg of Judicate West—
12 to facilitate the exploration of a settlement. The Parties scheduled the mediation for June 30, 2025, the
13 earliest date available to the mediator and the Parties.

14 23. On March 7, 2025, Plaintiffs served Emanate with requests for informal discovery targeted
15 to the discrete issues that would help facilitate a settlement. On June 16, 2025, Plaintiffs also served
16 Emanate with Special Interrogatories and Requests for Production, and on June 23, 2025, Plaintiffs served
17 Emanate with a draft notice of deposition for the person most knowledgeable, in the event the mediation
18 was unsuccessful. On June 6, 2025, Emanate provided Plaintiffs with data about where and when the
19 tracking tools were on the Emanate Website, and the number of Emanate patients who were potentially
20 impacted by the tracking activities.

21 24. The Parties mediated with Ms. Sperber on June 30, 2025. Prior to the mediation, Plaintiffs’
22 counsel submitted a detailed mediation statement. The Parties did not reach a settlement at the time of
23 mediation, but ultimately reached an agreement based on a mediator’s proposal in the days following the
24 mediation. The Parties subsequently negotiated the terms of the formal settlement agreement and drafted
25 the corresponding settlement papers, which were finalized on January 29, 2026. Before finalizing the
26 settlement papers, Emanate provided Plaintiffs with confirmatory discovery in the form of a signed
27 confidential declaration from Christine Rendl, Emanate’s Corporate Director of Risk Management,
28 detailing where and when the tracking tools were on the Emanate Website and the approximate number

1 of Emanate patients impacted by the tracking activities. Emanate has also confirmed that the Settlement
2 class is readily identifiable from its own records.

3 25. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses, or
4 service awards to Representative Plaintiffs until after the primary terms of the settlement had been agreed
5 upon, other than that Settlement Class Counsel would apply to the Court for an award of attorneys' fees,
6 expenses, and service awards for Plaintiffs out of the Settlement Fund.

7 26. The resulting Class Action Settlement Agreement provides substantial benefits to the
8 Settlement Class, eliminates the costs and burdens of continued litigation, and fully accomplishes
9 Plaintiffs' goals of this Litigation.

10 27. While negotiations throughout the process were always collegial and professional between
11 the Parties, they were also adversarial in nature, with both Settling Parties strongly advocating their
12 respective client's positions.

13 28. The Settlement resulted from arms'-length negotiations between experienced counsel with
14 an understanding of the strengths and weaknesses of their respective positions in this litigation, assisted
15 by a neutral, experienced mediator.

16 29. Settlement Class Counsel's experience and investigation, combined with the informal
17 production of information by Emanate and the independent research of Class Counsel that occurred prior
18 to and during the negotiations of the Settlement, put counsel in a position to adequately evaluate the case
19 and negotiate a settlement they view as fair, reasonable, adequate, and worthy of preliminary approval.

20 30. The immediate benefits that the Settlement provides stand in contrast to the risks,
21 uncertainties, expense, and delays of continued litigation. Plaintiffs' counsel thoroughly assessed these
22 contingencies in considering the terms of the Settlement.

23 31. Under the terms of the Settlement, Emanate will establish a non-reversionary Settlement
24 Fund in the amount of \$777,000 with benefits for a Settlement Class comprised of approximately 38,850
25 persons. Each Settlement Class Member will have the opportunity to claim substantial benefits from this
26 Settlement, consisting of pro rata cash payments from the Settlement Fund. All Settlement Costs, which
27 include the Class Relief, the costs for the Notice Program and Claims Administration, costs of any
28

Attorneys' Fees and Expenses, any Service Award to Representative Plaintiffs, and all other expenses or costs related to the Settlement, are paid out of the Settlement Fund.

32. The Settlement will provide real and substantial relief to those individuals whose privacy was alleged to have been compromised via Emanate's use of pixel technology. If approved, the Settlement will bring certainty, closure, and significant and valuable relief to affected individuals, as opposed to what otherwise would likely be contentious and costly litigation. The terms of the Settlement, which entitle Settlement Class Members to claim meaningful cash compensation, are in the best interests of the Settlement Class and meet and exceed the applicable standards of fairness, reasonableness, and adequacy. Accordingly, the Court should preliminarily approve the Settlement, so that the Settlement Class can receive notice of their rights.

33. The Release for Settlement Class Members (who do not exclude themselves) encompasses claims that were or could have been asserted in this case relating to, concerning, or arising out of Emanate's use of analytics tools, such as the Meta Pixel and Google Analytics, on its Website, as well as Unknown Claims. *See* S.A. ¶¶ 76-77, 79.

34. Settlement Class Counsel has adequately represented the interests of the Settlement Class Members. Settlement Class Counsel has thoroughly investigated the matter, vigorously prosecuted the action on behalf of the Settlement Class, and negotiated a favorable Settlement that provides substantial relief for the Settlement Class. Additionally, Class Counsel have no conflicts of interest with the Class.

35. Plaintiffs' efforts on behalf of the class include assisting in the case investigation, reviewing pleadings, remaining available for consultation throughout the settlement negotiations, answering counsel's many questions, and reviewing and approving the Settlement Agreement.

36. Plaintiffs do not possess any interests antagonistic to the class. Plaintiffs are each a member of the class they seek to represent. They are each California residents and each used the website during the periods when the pixel technology was active. Indeed, Plaintiff's claims coincide identically with the claims of the Settlement Class Members, and Plaintiff and the Settlement Class Members desire the same outcome in this litigation, the protection and vindication of their privacy rights. Plaintiffs have zealously and vigorously prosecuted this case for the benefit of all Settlement Class Members.

1 37. Moreover, there is no evidence suggesting that Plaintiffs lack the financial resources to
2 prosecute this case on behalf of the Settlement Class Members. Settlement Class Counsel has taken this
3 case on a purely contingent basis.

4 38. There is presently no indication that class members have any interest in individually
5 controlling the prosecution or defense of separate actions. Further, there is no indication at the present
6 time that class members would be interested in litigating individually or that litigation should proceed in
7 a non-class forum.

8 39. It is my opinion and strong belief, and that of Mr. Nelson at Milberg, that the Settlement
9 provides a fair, reasonable, and adequate result for Plaintiffs and Settlement Class Members. It is further
10 my opinion—based on my experience litigating multiple pixel-related matters in court and arbitration—
11 that the relief provided to the Settlement Class is an exceptional result.

12 I declare under penalty of perjury under the laws of the State of California that that foregoing is
13 true and correct.

14
15
16 Dated: March 3, 2026

Respectfully submitted,

ZIMMERMAN REED LLP

/s/Ryan Ellersick

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EXHIBIT A

ZIMMERMAN | REED

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Table of Contents

Firm Practice And Achievements 1

Acknowledgment Of The Firm’s Work..... 3

Representative Leadership Positions..... 4

Firm Practice And Achievements

Zimmerman Reed is a nationally recognized leader in complex litigation and has been appointed as lead counsel in some of the largest and most complex cases in federal and state courts across the country. The firm was founded in 1983 and has successfully represented hundreds of thousands of consumers and injured individuals nationwide in significant and demanding cases. The firm's practice includes a wide range of legal issues and complex cases involving consumer fraud, ERISA, shareholder actions, environmental torts, pharmaceutical drugs, dangerous or defective products, human rights violations, and privacy litigation. Since 2010, Zimmerman Reed has earned a "Best Law Firm" ranking released by U.S. News & World Report.

The following are just a few of the firm's notable achievements:

- Co-Lead Counsel in the *Baycol Products Liability Litig.* (D. Minn.), seeking recovery for serious injuries from the use of Bayer's statin, Baycol. Achieved \$1.15 billion settlement.
- Lead Counsel Committee member in the *Stryker Rejuvenate & ABG II Hip Implant Products Liability Litig.* (D. Minn.), seeking compensation for recalled Stryker hip replacements. Achieved in excess of \$1.4 billion settlement.
- Represented the State of Minnesota in a three-week jury trial against tobacco companies, Juul and Altria, for their role in contributing to the youth vaping epidemic. Achieved a \$60.5 million settlement the day before closing arguments.
- Co-Lead Counsel in the *Guidant Corp. Implantable Defibrillators Products Liability Litig.* (D. Minn.), arising out of malfunctions in cardiac defibrillators implanted in patients. Achieved \$230 million settlement.
- Class and Derivative Counsel in the *Regions Morgan Keegan Securities, Derivative and ERISA Litig., Landers v. Morgan Asset Mgmt.* (W.D. Tenn.), alleging violations of federal securities laws and breach of fiduciary duty due to the collapse of Regions Morgan Keegan open-end funds. Achieved \$125 million settlement.
- Class Counsel in *Soo Line R.R. Co. Derailment of Jan. 18, 2002 in Minot, N.D.* (Hennepin Cty. Dist. Ct.), representing hundreds of individuals injured by the release of anhydrous ammonia. Obtained a \$1.2 million jury verdict. Achieved a \$7 million class settlement and assisted congressional leaders in drafting and passing amendments to the Federal Railroad Safety Act, clarifying the scope of railroad preemption law.
- Lead Counsel for the State of Mississippi in *Mississippi ex rel. Hood v. AU Optronics*, 571 U.S. 161 (2014), resulting in a unanimous U.S. Supreme Court decision reversing a Fifth Circuit decision, resolving a circuit split, and establishing binding law across the country that a State's enforcement action is not removable to federal court as a mass action.
- Co-Lead Counsel in *Medtronic Implantable Defibrillators Products Liability Litig.* (D. Minn.), seeking recovery for more than 2,682 patients with recalled Medtronic heart defibrillators. Achieved a \$95.6 million settlement.

- Class Counsel in *City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A.* (D. Minn.), to recover losses caused by the bank's mismanagement of its securities lending program. Achieved a \$62.5 million settlement, two days before trial.
- Lead Counsel in *Dryer v. National Football League* (D. Minn.), arising out of the unauthorized use of retired NFL players' identities to generate revenue. Achieved a \$50 million settlement and created a ground-breaking program which allowed retired players the opportunity to benefit from the League's use of their images and allowed the League an opportunity to build its marketing using film clips of these former players.
- Lead Counsel in *Target Corporation Customer Data Security Breach Litig.* (D. Minn.), to recover financial institutions' losses from the company's massive 2013 data breach. Achieved a \$39 million settlement.
- Class Counsel in *The Shane Group Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.), against insurance carrier for violations of antitrust laws from contractually requiring hospitals to charge higher prices to competitors. Achieved a \$30 million settlement (pending final approval).
- Lead Counsel in *Zicam Remedy Marketing, Sales Practices & Products Liability Litig.* (D. Ariz.), seeking to recover for customers' loss of the sense of smell from using Zicam Cold Remedy Nasal Gel. Achieved \$27 million settlement.
- Counsel for third-party payor in *In re Metoprolol Succinate End-Payor Antitrust Litig.* (D. Del.), alleging that the manufacturing and marketing of the heart drug, Toprol-XL, violated antitrust and deceptive trade practices laws. Achieved \$20 million settlement.
- Class Counsel in *Weincke v. Metropolitan Airports Commission* (Hennepin Cty. Dist. Ct.), regarding excessive noise levels from the Minneapolis-St. Paul International Airport. Achieved settlement to provide noise mitigation to more than 9,500 homeowners.
- Class Counsel in *Ross et al v. Hewlett Packard Enterprise Company* (California State Court, Santa Clara), in which more than \$8 million was recovered on behalf of women claiming pay discrimination by a major technology company.



Acknowledgment Of The Firm's Work

Federal and state judges as well as legal scholars have consistently recognized the quality and impact of the firm's work on numerous occasions. Below are just a few examples.

“

To summarize: class counsel recovered over ten times what is recovered in the typical case of this kind despite risks and complexities much more formidable than the typical case.”

Brian Fitzpatrick, Law Professor at Vanderbilt University and former clerk to Justice Scalia, expert in *In re Region Morgan Keegan Securities, Derivative and ERISA Litig.*, *Landers v. Morgan Asset Mgmt.* (W.D. Tenn.)

“

[S]uperior work the court observed from the firm throughout this litigation.”

Judge Donovan Frank, *In re Guidant Corp. Implantable Defibrillators Products Liability Litig.* (D. Minn.)

“

I think no one can question your leadership in this matter. Again, thank you, and I say again it was the best decision I have ever made.”

Judge Michael Davis (former Chief Judge), *In re Baycol Products Liability Litig.* (D. Minn.)

“

The parties were represented by highly skilled and experienced counsel, who were extremely knowledgeable and clearly had spent a considerable amount of time developing the law and facts in this complex litigation.”

Judge Layn Phillips (ret.), mediator in *In re Region Morgan Keegan Securities, Derivative and ERISA Litig.*, *Landers v. Morgan Asset Mgmt.* (W.D. Tenn.)

“

Fortunately for the absent class members, experienced counsel ... negotiated a settlement that is truly one-of-a-kind, and a remarkable victory for the class as a whole.”

Judge Paul Magnuson, *Dryer v. National Football League* (D. Minn.)

“

It is “clear of the dedication, devotion, professionalism, and in the court's view efficiency of these firms, so there is no question in the court's mind of the quality of the representation.”

Judge Deborah Batts, *In Re American Express Financial Advisors Securities Litig.* (S.D.N.Y.)

Representative Leadership Positions

39 Executive Committee, Steering Committee, or Sub-Committees

18 Lead or Liaison Counsel | **46** Class or Lead Counsel

Appointed Lead or Liaison Counsel in the following MDLs:

CenturyLink Residential Customer Billing Disputes Litig., MDL 2795

National Hockey League Players' Concussion Injury Litig., MDL 2551

Target Corporation Customer Data Security Breach Litig., MDL No. 2522

Stryker Rejuvenate and ABG II Hip Implant Products Liability Litig., MDL 2441

National Arbitration Forum Trade Practices Litig., MDL 2122

Zicam Cold Remedy Marketing, Sales Practices, and Products Liability Litig., MDL 2096

Northstar Education Finance, Inc. Contract Litig., MDL 1990

Zurn Pex Plumbing Products Liability Litig., MDL 1958

Levaquin Products Liability Litig., MDL 1943

Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig., MDL 1905

Medtronic Implantable Defibrillators Products Liability Litig., MDL 1726

Viagra Products Liability Litig., MDL 1724

Guidant Corp. Implantable Defibrillators Products Liability Litig., MDL 1708

Pacquiao-Mayweather Boxing Match Pay-Per-View Litig., MDL 2639

Medco Health Solutions, Inc., Pharmacy Benefits Management Litig., MDL 1508

Baycol Products Liability Litig., MDL 1431

St. Jude Medical, Inc. Silzone Heart Valves Products Liability Litig., MDL 1396

Mortgage Escrow Deposit Litig., MDL 899

Appointed to the Executive Committee, Steering Committee, or Sub-Committees in the following MDLs:

Apple Inc. Device Performance Litig., MDL 2827

Dicamba Herbicides Litig., MDL 2820

Equifax, Inc. Customer Data Security Breach Litig., MDL 2800

Fieldturf Artificial Turf Marketing Practices Litig., MDL 2779

Stryker Orthopaedics LFIT V40 Femoral Head Products Liability Litig., MDL 2768

Abilify Products Liability Litig., MDL 2734

Vizio, Inc. Consumer Privacy Litig., MDL 2693

Viagra and Cialis Products Liability Litig., MDL 2691

The Home Depot, Inc., Customer Data Security Breach Litig., MDL 2583

LifeTime Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litig., MDL 2564

National Collegiate Athletic Association Student-Athlete Concussion Litig., MDL 2492

H&R Block IRS Form 8863 Litig., MDL 2474

Biomet M2A Magnum Hip Implant Products Liability Litig., MDL 2391

National Football League Players' Concussion Injury Litig., MDL 2323

Building Materials Corp. of America Asphalt Roofing Shingle Products Litig., MDL 2283

Zimmer NexGen Knee Implant Products Liability Litig., MDL 2272

Uponor, Inc., F1807 Plumbing Fittings Products Liability Litig., MDL 2247

DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litig., MDL 2197

Apple iPhone "MMS" Sales Practices Litig., MDL 2116

Digitek Products Liability Litig., MDL 1968

Fedex Ground Package System, Inc., Employment Practices Litig., MDL 1700

Bextra and Celebrex Marketing Sales Practices and Product Liability Litig., MDL 1699

Celebrex and Bextra Products Liability Litig., MDL 1694

Vioxx Products Liability Litig., MDL 1657

Neurontin "Off-Label" Marketing Litig., MDL 1629

Zyprexa Products Liability Litig., MDL 1596

Welding Rods Products Liability Litig., MDL 1535

Meridia Products Liability Litig., MDL 1481

Serzone Products Liability Litig., MDL 1477

Sulzer Inter-Op Orthopedic Hip Implant Litig., MDL 1401

Propulsid Products Liability Litig., MDL 1355

Rezulin Products Liability Litig., MDL 1348

Diet Drugs Products Liability Litig., MDL 1203

Telectronics Pacing Systems, Inc. Accufix Atrial "J" Lead Products Liability Litig., MDL 1057

Orthopedic Bone Screw Products Liability Litig., MDL 1014

Silicone Gel Breast Implant Products Liability Litig., MDL 926

T-Mobile Customer Data Sec. Breach Litig., MDL 3019

Fortra File Transfer Software Data Security Breach Litig., MDL 3090

MOVEit Customer Data Security Breach Litig., MDL 3083

Served as Class or Lead Counsel in the following cases:

Adams v. DPC Enterprises, LP (Jefferson Cty. Cir. Ct., Mo.)

Adedipe v. U.S. Bank, N.A. (D. Minn.)

AI Plus, Inc. and IOC Distrib., Inc. v. Petters Group Worldwide (D. Minn.)

Arby's Restaurant Group, Inc., Data Security Litig. (N.D. Ga.)

Castano Tobacco Litig. (E.D. La.)

City of Farmington Hills Emps. Ret. Sys. v. Wells Fargo Bank, N.A. (D. Minn.)

City of Tallahassee Pension Plan v. Insight Enterprises, Inc. (Maricopa Cty. Super. Ct., Ariz.)

Cooksey v. Hawkins Chemical Co. (Henn. Cty. Dist. Ct., Minn.)

Coyle v. Flowers Food and Holsum Bakery (D. Ariz.)

Cuff v. Brenntag North America, Inc. (N.D. Ga.)

Daud v. Gold'n Plump Poultry, Inc. (D. Minn.)

DeKeyser v. ThyssenKrupp Waupaca, Inc. (E.D. Wis.)

Dockers Roundtrip Airfare Promotion Sales Practices Litig. (C.D. Cal.)

Doe v. Cin-Lan, Inc. (E.D. Mich.)

DeGrise v. Ensign Group, Inc. (Sonoma Cty. Super. Ct., Cal.)

Dryer v. National Football League (D. Minn.)

Ebert v. General Mills, Inc. (D. Minn.)

First Choice Fed. Credit Union v. The Wendy's Co. (W.D. Pa.)

Frank v. Gold'n Plump Poultry, Inc. (D. Minn.)

Garner v. Butterball, LLC (E.D. Ark.)

GLS Companies v. Minnesota Timberwolves

Basketball LP (Henn. Cty. Dist. Ct., Minn.)

Haritos v. American Express Financial Advisors (D. Ariz.)

Helmert v. Butterball, LLC (E.D. Ark.)

Kurvers v. National Computer Systems, Inc. (Henn. Cty. Dist. Ct., Minn.)

Martin v. BioLab, Inc. (N.D. Ga.)

McGruder v. DPC Enterprises, LP (Maricopa Cty. Super. Ct., Ariz.)

Mehl v. Canadian Pacific Railway (D.N.D.)

Milner v. Farmers Insurance Exchange (D. Minn.)

Nuff v. Alvaria, Inc. (D. Mass.)

Oakbend Medical Center Data Breach Litig. (S.D. Tex.)

Patlan, et al. v. BMW of North America, LLC (D.N.J.)

Ponce v. Pima County (Maricopa Cty. Super. Ct., Ariz.)

Price, et al. v. Carnival Corporation, (S.D. Cal.)

Regions Morgan Keegan [Landers v. Morgan Asset Mgmt.] (W.D. Tenn.)

Russo v. NCS Pearson, Inc. (D. Minn.)

Sanders v. Norfolk Southern Corporation (D.S.C.)

Scott v. American Tobacco Co. (Civ. Dist. Ct. Parish of New Orleans, La.)

Soo Line R.R. Co. Derailment of Jan. 18, 2002 in Minot, N.D. (Henn. Cty. Dist. Ct., Minn.)

Soular v. Northern Tier Energy, LP (D. Minn.)

State of Minnesota v. JUUL Labs, Inc. (Hen. Ct. Dist. Ct., Minn.)

State of Mississippi v. AU Optronics Corp. (Rankin Cty. Ch. Ct., Miss.)

State of New Mexico v. Visa, Inc. (Santa Fe Cty., N.M.)

Trauth v. Spearmint Rhino Companies Worldwide, Inc. (C.D. Cal.)

Weincke v. Metropolitan Airports Commission (Henn. Cty. Dist. Ct., Minn.)

Whelan, et al. v. Webster Financial Corporation (D. Conn.)

Zicam Product Liability Cases (Maricopa Cty. Super. Ct., Ariz.)



Ryan J. Ellersick

Partner

PROFESSIONAL PROFILE

Ryan Ellersick joined the firm after serving 10 years at the U.S. Department of Justice. At DOJ, Ryan began as an Assistant U.S. Attorney for the District of Arizona where he investigated and prosecuted over 300 cases and tried eight jury trials to verdict. He later became a Trial Attorney with DOJ in the Public Integrity Section, where he conducted a three-week jury trial against a former member of Congress for fraud and other misconduct. Most recently, Ryan served as Chief of the Financial Crimes & Public Corruption Section in the U.S. Attorney's Office in Arizona. He oversaw investigations and prosecutions into white-collar offenses including mail and wire fraud, COVID fraud, tax offenses, securities fraud, cryptocurrency scams, and public corruption. Ryan also clerked for the Honorable Debra L. Stephens on the Washington State Supreme Court.

EDUCATION

Gonzaga University School of Law
Juris Doctor, Summa Cum Laude

Brigham Young University
B.A., Political Science, Pi Sigma Alpha

PRACTICE AREAS

Antitrust
Consumer Protection
Privacy + Data Breach
Public Client

ADMISSIONS

Arizona
California
Washington

OFFICE

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REPRESENTATIVE EXPERIENCE

Supervised investigations and prosecutions of a wide range of white-collar offenses, including mail and wire fraud, COVID-related fraud, tax offenses, procurement fraud, securities fraud, and public corruption.

Served as the DOJ's Healthcare Fraud Coordinator and conducted parallel investigations into a variety of healthcare fraud schemes.

Served as the office's Digital Assets Coordinator and a member of the DOJ National Cryptocurrency Enforcement Team.

Conducted three-week jury trial against former Member of Congress for fraud and misconduct in office.

Investigated and prosecuted over 300 cases and co-led a multi-agency drug task force.

Tried eighteen jury trials and ten bench trials to verdict as lead or co-lead counsel.

Drafted several appellate briefs and argued two appeals to the Ninth Circuit U.S. Court of appeals.

EXHIBIT B



MILBERG.

FIRM RESUME



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



EXHIBIT 3

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3 **PHILLIPS GROSSMAN, PLLC**
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5 Beverly Hills, CA 90212
6 Telephone: (858) 209-6941
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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 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**

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

25 Plaintiffs,

26 v.

27 EMANATE HEALTH MEDICAL CENTER

28 Defendant.

Lead Case No. 22STCV28142

**DECLARATION OF RYAN ALDRIDGE
REGARDING ADMINISTRATION
QUALIFICATIONS AND NOTICE
PROCEDURES IN SUPPORT OF
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

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

8 2. We have undertaken the creation and execution of notice plans, along with the administration
9 of diverse class action and mass action settlements. Our expertise extends across a wide array of subject
10 matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust,
11 insurance, and healthcare. The accomplished members of our team possess extensive experience in the design
12 and implementation of notice procedures involving various aspects of class certification and settlement
13 programs. The courts have consistently acknowledged both the credibility of our team and the effectiveness
14 of our class action notice plans. Attached hereto is a curriculum vitae as **Exhibit A**.

15 **DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS**

16 3. EisnerAmper routinely manages a broad range of confidential and highly sensitive
17 information. To ensure privacy and data protection, we maintain industry-leading practices and follow
18 industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST),
19 HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent
20 compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo
21 annual SSAE16 SOCII audits.

22 4. EisnerAmper and all applicable subsidiaries maintain their network environment with a
23 managed data center provider with locations exclusively in the U.S. The environment is protected at the
24 perimeter with next-generation firewalls, DMZ, and 24/7 Intrusion Detection & Prevention services. System
25 patching and vulnerability remediation are fully automated. User access rights are assigned under the
26 _____

27 ¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the
28 Settlement Agreement.

1 Principle of Least Privilege with enforcement via zero trust micro-segmentation, strict group access
2 permissions, and disabled local administrator rights. All remote connections require multifactor
3 authentication. All internal data is encrypted using TLS 1.3 in transit, and AES256 or higher at rest. The
4 Technology and Human Resources teams maintain a direct connection between the network access
5 management system and HR system, so user provisioning/deprovisioning for new hires and terminations is
6 automatic. All users receive mandatory Information Security and Social Engineering training on an annual
7 basis.

8 5. In addition to these measures, we maintain comprehensive insurance coverage, including
9 network security insurance, providing protection in the event of any breach. Furthermore, consumer data is
10 strictly confined to the agreed-upon purpose

11 **OVERVIEW**

12 6. Based on our review of the Settlement Agreement, the proposed Settlement Class consists of:

13 All identifiable individuals who logged into the Emanate patient portal, and/or
14 submitted an online form and/or scheduled an appointment on Emanate's public
15 website <https://www.emanatehealth.org/> (the "Website"), in the time frame of
August 30, 2019 to April 30, 2024.

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

18 8. The objective of this Notice Program is to ensure the delivery of the most feasible and
19 effective notice to the Settlement Class, in compliance with the provisions set forth in Cal. R. 3.769(f) and
20 Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Program satisfies due process
21 standards and adheres to the recommendations in the Court's Handy Guide to Department 39 and the Los
22 Angeles Superior Court Complex Civil Department's Checklist for Preliminary Approval of Class Action
23 Settlement.

24 **PROPOSED NOTICE PROGRAM**

25 9. Class Counsel has informed us that the estimated total size of the Settlement Class is
26 approximately 38,850 individuals. Upon preliminary approval of the Settlement Agreement, Defendant will
27 provide the Claims Administrator with the name, email, and physical address, where available, of each
28

Settlement Class Member (collectively, “Class Member Information”) that Defendant possess.

Direct E-Mail Notice

10. The E-Mail Notice, attached as Exhibit B of the Settlement Agreement, will be formatted for e-mail distribution and created using embedded html text format presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs or other elements that may increase the likelihood of the e-mail landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, we are committed to adhering to email industry best practices, incorporating essential elements such as “unsubscribe” links, Administrator contact information, and maintaining multiple IP addresses with strong sender reputations.²

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

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

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

1 updated e-mail address.

2 **Direct Mail Notice**

3 13. The Postcard notice, attached as Exhibit D of the Settlement Agreement, will provide written
4 notice via United States Postal Service (“USPS”) First Class Mail to the Settlement Class identified in the
5 Class Member Information list for whom no valid e-mail address is available. Prior to mailing, all mailing
6 addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS
7 to ensure the accuracy and currency of Class Member address information for proper formatting and mail
8 delivery.³ Additionally, the addresses will be validated through the Coding Accuracy Support System
9 (“CASS”) to uphold zip code precision, while Delivery Point Validation (“DPV”) will be employed to verify
10 address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, we
11 will update the address accordingly. In instances where a Postcard Notice is returned with forwarding address
12 information, we will re-send to the newly provided address. For any Postcard Notices that are returned as
13 undeliverable, we will utilize standard skip-tracing techniques to obtain forwarding address information. If
14 skip-tracing yields an alternative forwarding mailing address, we will re-mail the notice to the address
15 identified through the skip-tracing process.

16 **Settlement Website**

17 14. EAG will create and maintain a website dedicated to this Settlement (“Settlement Website”).
18 The Settlement Website address will be prominently included in E-Mail, Postcard and Long Form Notices
19 (collectively, the “Notices”). The Notices, along with other relevant documents such as the Settlement
20 Agreement and the Preliminary Approval Order, will be posted on the Settlement Website for Class Members
21 to review and download. The Settlement Website will also provide the ability to file claims electronically,
22 and will include relevant dates, answers to frequently asked questions, instructions for how Class Members
23 may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the
24 Settlement Administrator, and other case-related information. The application for Attorneys’ fees and final
25 notice of judgment will be posted to the website once available.

26
27 ³ The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA)
28 records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the
Postal Service™. The address information is maintained on the database for 48 months.

1 **Dedicated Toll-Free Hotline**

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

7
8 **Requests for Exclusion**

9 16. Class Members that want to exclude themselves from the Class may submit a request for
10 exclusion by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered
11 to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

12 **NOTICE AND ADMINISTRATION COSTS**

13 17. We estimate \$54,291 in fees and costs to implement the proposed Notice Plan and administer
14 the settlement, including \$1,180 in postage costs.

15 **CONCLUSION**

16 18. The proposed Notice Plan encompasses individualized direct notice written in accordance
17 with plain language guidance – to all members of the Class who can be identified through reasonable efforts.
18 This Notice Plan will provide the best notice that is practicable under the circumstances.

19 19. It is my opinion, based on my experience, as well as the expertise of my team, that this method
20 of focused notice dissemination provides effective notice in this Action, will provide the best notice that is
21 practicable, adheres to Cal. R. 3.769(f) and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual
22 for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including
23 its “desire to actually inform” requirement.⁴

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

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Ryan Aldridge

Exhibit A



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper
professionals have
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\$14 billion dollars in
settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Brim v. Prestige Care Inc Data Breach***, Case No. 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled on April 21, 2025:

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.***, Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **In Re: Hapy Bear Surgery Center Data Security Incident Litigation**, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- **Tecku v. Yieldstreet, Inc.**, Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice....The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.



- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Webb, et al. v. Injured Workers Pharmacy, LLC***, Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tracey, et al. v. Elekta, Inc., et al.***, Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***Meholic, et al. v. Seattle Arena Company***, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.



- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Ayala v. Commonwealth Health Physician Network, et al.**, Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

- **M.S. and D.H. v. Med-Data, Inc.**, Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).

P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and



Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.

The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.

- **McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper**, Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqui ruled on April 25, 2024:

The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.

- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice



to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **In re: Cathode Ray Tube (CRT) Antitrust Litigation (Indirect Purchasers)**, Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.

- **Buck v. American General Life Insurance Company**, Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

[T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.



- **Fabricant v. Top Flite Financial, Inc.**, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process

- **Easter v. Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the



requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.



- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al**, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures



set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, et al. v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient



notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).

- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.



- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class.... was the best practicable notice under the circumstances. The Class Notice program.... was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice



to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy



Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process.... With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:



- a. *The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
 - b. *The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- ***Edward Makaron et al. v. Enagic USA, Inc.***, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

- a. *The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
 - b. *The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections***, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.***, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the



Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*



- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*
- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



EXHIBIT 4

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
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*Attorneys for Plaintiffs and the Proposed
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

EMANATE HEALTH MEDICAL CENTER,
and DOE DEFENDANTS 1-10,

Defendant.

Case No. 22STCV28142

**DECLARATION OF SALLY SHIVELY
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: TBD
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse
Department 12

1 I, Sally Shively, declare:

2 1. I am an adult resident of the State of California. I have personal knowledge of the
3 facts set forth in this declaration and could testify competently to them if called upon to do so. I
4 file this Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of the
5 Class Action Settlement.

6 2. I am a patient of Emanate Health Medical Center ("Emanate"), and I used
7 Emanate's website, <https://www.emanatehealth.org/> (the "Website"), between August 2019 and
8 April 2024 to seek medical treatment, including by logging into the Emanate patient portal,
9 submitting an online form, and/or scheduling an appointment.

10 3. I understand that, in the course of my use of the Website, Emanate may have
11 disclosed my web usage data containing personal health information to Facebook (aka Meta) via
12 the Meta Pixel embedded on its Website.

13 4. Following my use of the Website, I spoke with Counsel to determine if I would
14 retain them to handle my case.

15 5. Counsel explained to me what a class action representative was. I was also
16 informed that, if I were to become a class action representative, I would be required to put the
17 interests of the class ahead of my own personal interests. I was also informed that I would have
18 an obligation to ensure that Counsel were acting in the best interests of the class at all times.

19 6. Armed with this information, I agreed to be a class representative in this case and
20 to undertake these responsibilities on behalf of the class. I have, to the best of my ability,
21 performed these duties in this case, acting as a fiduciary for the class.

22 7. During the pendency of this case, Counsel has kept me informed about the progress
23 of the case. Among other things, I have spent time: speaking with and otherwise communicating
24 with Counsel about the factual and legal bases for my claims and the claims of the class; reviewing
25 pleadings filed in the action; and communicating with Counsel about the settlement and the
26 Settlement Agreement and the effort to have the Court approve the settlement.

27 8. I believe that the Settlement is an excellent result for Class Members. All Class
28

1 Members who timely submit a Claim Form will receive a cash payment from the Settlement Fund.

2 9. I have fairly represented the absent Class Members and request that the Court
3 preliminarily approve this settlement. I have maintained the best interests of the class while
4 performing my class representative duties.

5 10. I understand that Counsel will request a Service Award of \$2,500.00, subject to
6 Court Approval. By serving as the Class Representative in this action, I bore a certain amount of
7 risk that other Class Members did not bear and associated my name publicly with this litigation.
8 In addition to the time I spent participating in the prosecution of this case, I took a risk by coming
9 forward and filing this class action. As a result of my stepping forward to pursue this case, Class
10 Members will receive the benefits of the Settlement.

11 11. Counsel have disclosed their fee sharing agreement to me and I approve that
12 agreement with the understanding that neither my recovery nor that of the class will be affected
13 by the fee arrangement.

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

16 Dated: 02/06/2026

17 
18 Sally Shively

EXHIBIT 5

John J. Nelson (SBN 317598)
**MILBERG COLEMAN BRYSON
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*Attorneys for Plaintiffs and the Proposed
Settlement Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiffs,

v.

EMANATE HEALTH MEDICAL CENTER,
and DOE DEFENDANTS 1-10,

Defendant.

Case No. 22STCV28142

**DECLARATION OF PATSYANN
SUTTON IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: TBD
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse
Department 12

I, Patsyann Sutton, declare:

1. I am an adult resident of the State of California. I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so. I file this Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement.

2. I am a patient of Emanate Health Medical Center ("Emanate"), and I used Emanate's website, <https://www.emanatehealth.org/> (the "Website"), between August 2019 and April 2024 to seek medical treatment, including by logging into the Emanate patient portal, submitting an online form, and/or scheduling an appointment.

3. I understand that, in the course of my use of the Website, Emanate may have disclosed my web usage data containing personal health information to Facebook (aka Meta) via the Meta Pixel embedded on its Website.

4. Following my use of the Website, I spoke with Counsel to determine if I would retain them to handle my case.

5. Counsel explained to me what a class action representative was. I was also informed that, if I were to become a class action representative, I would be required to put the interests of the class ahead of my own personal interests. I was also informed that I would have an obligation to ensure that Counsel were acting in the best interests of the class at all times.

6. Armed with this information, I agreed to be a class representative in this case and to undertake these responsibilities on behalf of the class. I have, to the best of my ability, performed these duties in this case, acting as a fiduciary for the class.

7. During the pendency of this case, Counsel has kept me informed about the progress of the case. Among other things, I have spent time: speaking with and otherwise communicating with Counsel about the factual and legal bases for my claims and the claims of the class; reviewing pleadings filed in the action; and communicating with Counsel about the settlement and the Settlement Agreement and the effort to have the Court approve the settlement.

8. I believe that the Settlement is an excellent result for Class Members. All Class

Members who timely submit a Claim Form will receive a cash payment from the Settlement Fund.

9. I have fairly represented the absent Class Members and request that the Court preliminarily approve this settlement. I have maintained the best interests of the class while performing my class representative duties.

10. I understand that Counsel will request a Service Award of \$2,500.00, subject to Court Approval. By serving as the Class Representative in this action, I bore a certain amount of risk that other Class Members did not bear and associated my name publicly with this litigation. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward to pursue this case, Class Members will receive the benefits of the Settlement.

11. Counsel have disclosed their fee sharing agreement to me and I approve that agreement with the understanding that neither my recovery nor that of the class will be affected by the fee arrangement.

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

Dated: 1/23/2026 | 2:24 PM PST

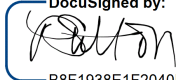
DocuSigned by:

 B8F1938E1F2040D...
 Patsyann Sutton

EXHIBIT 6

1 John J. Nelson (SBN 317598)
2 **MILBERG COLEMAN BRYSON**
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4 280 S. Beverly Drive
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11 Los Angeles, CA 90048
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13 ryan.ellersick@zimmreed.com

14 *Attorneys for Plaintiffs and the Proposed*
15 *Settlement Class*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES**

18 JAMIE ORTEGA, SALLY SHIVELY,
19 BETSY VERGARA, PATSYANN SUTTON,
20 MARY PEREZ, and STEFANIE DIAMOND
21 on behalf of themselves and all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 EMANATE HEALTH MEDICAL CENTER,
26 and DOE DEFENDANTS 1-10,

27 Defendant.

Case No. 22STCV28142

**DECLARATION OF MARY PEREZ IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: TBD
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse
Department 12

1 I, Mary Perez, declare:

2 1. I am an adult resident of the State of California. I have personal knowledge of the
3 facts set forth in this declaration and could testify competently to them if called upon to do so. I
4 file this Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of the
5 Class Action Settlement.

6 2. I am a patient of Emanate Health Medical Center ("Emanate"), and I used
7 Emanate's website, <https://www.emanatehealth.org/> (the "Website"), between August 2019 and
8 April 2024 to seek medical treatment, including by logging into the Emanate patient portal,
9 submitting an online form, and/or scheduling an appointment.

10 3. I understand that, in the course of my use of the Website, Emanate may have
11 disclosed my web usage data containing personal health information to Facebook (aka Meta) via
12 the Meta Pixel embedded on its Website.

13 4. Following my use of the Website, I spoke with Counsel to determine if I would
14 retain them to handle my case.

15 5. Counsel explained to me what a class action representative was. I was also
16 informed that, if I were to become a class action representative, I would be required to put the
17 interests of the class ahead of my own personal interests. I was also informed that I would have
18 an obligation to ensure that Counsel were acting in the best interests of the class at all times.

19 6. Armed with this information, I agreed to be a class representative in this case and
20 to undertake these responsibilities on behalf of the class. I have, to the best of my ability,
21 performed these duties in this case, acting as a fiduciary for the class.

22 7. During the pendency of this case, Counsel has kept me informed about the progress
23 of the case. Among other things, I have spent time: speaking with and otherwise communicating
24 with Counsel about the factual and legal bases for my claims and the claims of the class; reviewing
25 pleadings filed in the action; and communicating with Counsel about the settlement and the
26 Settlement Agreement and the effort to have the Court approve the settlement.

27 8. I believe that the Settlement is an excellent result for Class Members. All Class
28

1 Members who timely submit a Claim Form will receive a cash payment from the Settlement Fund.

2 9. I have fairly represented the absent Class Members and request that the Court
3 preliminarily approve this settlement. I have maintained the best interests of the class while
4 performing my class representative duties.

5 10. I understand that Counsel will request a Service Award of \$2,500.00, subject to
6 Court Approval. By serving as the Class Representative in this action, I bore a certain amount of
7 risk that other Class Members did not bear and associated my name publicly with this litigation.
8 In addition to the time I spent participating in the prosecution of this case, I took a risk by coming
9 forward and filing this class action. As a result of my stepping forward to pursue this case, Class
10 Members will receive the benefits of the Settlement.

11 11. Counsel have disclosed their fee sharing agreement to me and I approve that
12 agreement with the understanding that neither my recovery nor that of the class will be affected
13 by the fee arrangement.

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

16 Dated: 11/23/24

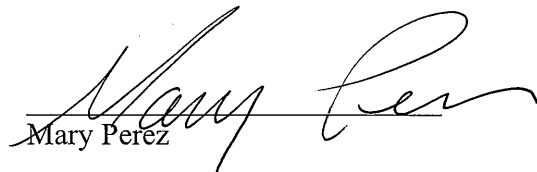
17 
18 Mary Perez

EXHIBIT 7

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11 Los Angeles, CA 90048
12 Tel: (310) 752-9385
13 ryan.ellersick@zimmreed.com

14 *Attorneys for Plaintiffs and the Proposed*
15 *Settlement Class*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES**

18 JAMIE ORTEGA, SALLY SHIVELY,
19 BETSY VERGARA, PATSYANN SUTTON,
20 MARY PEREZ, and STEFANIE DIAMOND
21 on behalf of themselves and all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 EMANATE HEALTH MEDICAL CENTER,
26 and DOE DEFENDANTS 1-10,

27 Defendant.

Case No. 22STCV28142

**DECLARATION OF STEFANIE
DIAMOND IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Complaint Filed: August 30, 2022
Trial Date: Not Set.

Hearing Date: TBD
Hearing Time: 8:30 .a.m.
Hearing Location: Spring Street Courthouse
Department 12

1 I, Stefanie Diamond, declare:

2 1. I am an adult resident of the State of California. I have personal knowledge of the
3 facts set forth in this declaration and could testify competently to them if called upon to do so. I
4 file this Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of the
5 Class Action Settlement.

6 2. I am a patient of Emanate Health Medical Center ("Emanate"), and I used
7 Emanate's website, <https://www.emanatehealth.org/> (the "Website"), between August 2019 and
8 April 2024 to seek medical treatment, including by logging into the Emanate patient portal,
9 submitting an online form, and/or scheduling an appointment.

10 3. I understand that, in the course of my use of the Website, Emanate may have
11 disclosed my web usage data containing personal health information to Facebook (aka Meta) via
12 the Meta Pixel embedded on its Website.

13 4. Following my use of the Website, I spoke with Counsel to determine if I would
14 retain them to handle my case.

15 5. Counsel explained to me what a class action representative was. I was also
16 informed that, if I were to become a class action representative, I would be required to put the
17 interests of the class ahead of my own personal interests. I was also informed that I would have
18 an obligation to ensure that Counsel were acting in the best interests of the class at all times.

19 6. Armed with this information, I agreed to be a class representative in this case and
20 to undertake these responsibilities on behalf of the class. I have, to the best of my ability,
21 performed these duties in this case, acting as a fiduciary for the class.

22 7. During the pendency of this case, Counsel has kept me informed about the progress
23 of the case. Among other things, I have spent time: speaking with and otherwise communicating
24 with Counsel about the factual and legal bases for my claims and the claims of the class; reviewing
25 pleadings filed in the action; and communicating with Counsel about the settlement and the
26 Settlement Agreement and the effort to have the Court approve the settlement.

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1 Members who timely submit a Claim Form will receive a cash payment from the Settlement Fund.

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3 preliminarily approve this settlement. I have maintained the best interests of the class while
4 performing my class representative duties.

5 10. I understand that Counsel will request a Service Award of \$2,500.00, subject to
6 Court Approval. By serving as the Class Representative in this action, I bore a certain amount of
7 risk that other Class Members did not bear and associated my name publicly with this litigation.
8 In addition to the time I spent participating in the prosecution of this case, I took a risk by coming
9 forward and filing this class action. As a result of my stepping forward to pursue this case, Class
10 Members will receive the benefits of the Settlement.

11 11. Counsel have disclosed their fee sharing agreement to me and I approve that
12 agreement with the understanding that neither my recovery nor that of the class will be affected
13 by the fee arrangement.

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

16 Dated: Jan 20, 2026

17 
Stefanie Diamond (Jan 21, 2026 14:37:17 PST)

18 Stefanie Diamond
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