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Superior Court of California,
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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Trinh, Deputy Clerk

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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

**SUPPLEMENTAL 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: June 1, 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 Supplemental Declaration in support of Plaintiffs' Motion for Preliminary
4 Approval of Class Action Settlement ("Motion for Preliminary Approval"). I am admitted to practice law
5 in California and am a member in good standing of the State Bar of California. I make this Declaration
6 based on my personal knowledge of the matters set forth herein, my discussions with co-lead counsel John
7 Nelson, and based on my active participation in all material aspects of this litigation. If called upon to do
8 so, I could and would testify competently thereto.

9 2. On May 12, 2026 the Court held a hearing on Plaintiffs' Motion for Preliminary Approval
10 in which it raised several questions and requested that certain issues with the claim form, notices, and
11 Settlement Agreement be addressed.

12 3. First, the Court asked why a claims process was necessary and efficient in this case where
13 Defendant has indicated it possesses the names and contact information of registered website users. A
14 "claim in" settlement is appropriate to ensure that claimants fall within the aggrieved class, which is
15 limited to individuals who personally logged into the Emanate patient portal, and/or submitted online
16 forms, and/or scheduled an appointment between August 30, 2019, and April 30, 2024, on their own
17 behalf, and were therefore subject to the alleged privacy violations based on their own website activities.
18 Because a registered website user may not have engaged in these website activities on their own behalf,
19 they would not necessarily be among the aggrieved class. Accordingly, not everyone for whom Defendant
20 possesses records is necessarily a Class Member whose *personal* website activities was subject to the
21 alleged privacy violations.

22 4. Moreover, the prior experience of co-lead counsel John Nelson with settlements where
23 checks are mailed to class members without a claims process has shown that a majority of class members
24 allow their checks to go stale without cashing them, and the costs of reminder notices, reissuing checks,
25 and mailing those checks drives settlement funds to the costs of settlement administration or the *cy pres*
26 recipient rather than to class members. *See Khedelarian, et al v. Utility Trailer Manufacturing Company*,
27 No. 22STCV30604 (Declaration Exhibit A, filed May 8, 2025) (Los Angeles Superior Court) (a \$481,00
28

1 net settlement fund with \$114,874.60 in administration costs and \$217,565.74 of the settlement fund going
2 to the *cy pres* recipient due to uncashed checks). Here, the Net Settlement fund will be distributed on a
3 *pro rata* basis to Class Members who submit a claim, ensuring that the maximum amount of the Net
4 Settlement fund goes to Class Members and not to claims administration or the *cy pres*.

5 5. Importantly, the claim form also allows Settlement Class Members to elect electronic
6 payment or confirm the address to which they would like payment sent. By sending payments
7 electronically, mailing costs are significantly reduced and uncashed checks are minimized. Additionally,
8 prior experience of co-lead counsel John Nelson in a similarly structured pixel class settlement showed
9 that Settlement Class Members responded positively to the claims process with approximately 20%
10 submitting claims. *See Bustos v. Riverside Medical Clinic*, No CVRI2203466 (Plaintiffs' Mem. in Support
11 of Mot. for Attorneys' Fees, Expenses and Service Awards and Final Approval, filed August 12, 2024),
12 and (Plaintiffs' Report Regarding Distribution of Settlement Funds, filed Dec. 9, 2025) (Riverside
13 Superior Court). Accordingly, to ensure that the maximum amount of funds is directed to the Class and
14 not spent on administration and notice costs, or ultimately directed to the proposed *cy pres* recipient, the
15 claims process allows for an effective and efficient distribution of settlement funds.

16 6. The Court also asked Counsel to identify a proposed *cy pres* in the event funds remain in
17 the Net Settlement Fund following the *pro rata* distribution to Settlement Class Members who submit a
18 claim. The Parties have selected the Electronic Frontier Foundation, a non-profit 501(c)(3) organization
19 dedicated to digital privacy. The *cy pres* is identified in the relevant notice documents.

20 7. The Court also asked for certain revision to the Claim Form and notice documents to
21 streamline the claims process and ensure adequate notice concerning all material terms of the Settlement.
22 Attached hereto as **Exhibit A** is a true and correct copy of the redlined Claim Form showing the revisions
23 requested by the Court, along with a clean copy of the Claim Form.

24 8. Attached hereto as **Exhibit B** is a true and correct copy of the redlined Email Notice
25 showing the revisions requested by the Court with respect to the distribution of the Net Settlement Fund,
26 the expected recovery per Class Member, and identification of the *cy pres*.

1 9. Attached hereto as **Exhibit C** is a true and correct copy of the redlined Long Form Notice
2 showing the revisions requested by the Court with respect to the distribution of the Net Settlement Fund,
3 the expected recovery per Class Member, and identification of the *cy pres*.

4 10. Attached hereto as **Exhibit D** is a true and correct copy of the redlined Postcard Notice
5 showing the revisions requested by the Court with respect to the distribution of the Net Settlement Fund,
6 the expected recovery per Class Member, and identification of the *cy pres*.

7 11. The Court further requested that the Parties submit a Settlement Agreement signed by all
8 participating Plaintiffs and Emanate Health. Attached hereto as **Exhibit E** is a true and correct copy of the
9 fully executed Settlement Agreement. The fully executed Settlement Agreement also incorporates certain
10 changes requested by the Court, including: (1) identifying the *cy pres* recipient in Paragraph 37; (2)
11 removing the language concerning the Court “enjoining” future prosecution of the claims in Paragraph
12 82; and (3) clarifying that the “Effective Date,” is triggered by, among other conditions, the Defendant
13 transmitting the Settlement Fund to the Settlement Administrator, as reflected in Paragraph 85.

14 12. Attached hereto as **Exhibit F** is a true and correct copy of the Proposed Order granting
15 Preliminary Approval of the Class Action Settlement.

16
17 I declare under penalty of perjury under the laws of the State of California that that foregoing is
18 true and correct.

19
20 Dated: May 26, 2026

Respectfully submitted,

21 **ZIMMERMAN REED LLP**

22 

23 _____
24 Ryan J. Ellersick (SBN 357560)
25 6420 Wilshire Blvd., Suite 1080
26 Los Angeles, CA 90048
27 (877) 500-8780
28 ryan.ellersick@zimmreed.com

EXHIBIT A

Please 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.

fill out this Claim Form to receive a cash payment from the Net Settlement Fund as described in the Settlement Notice you received. 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 MEMBER ID

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 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
Phone Number	Email Address
Settlement Class Member ID #	

PAYMENT OPTIONS

II. RELIEF SELECTION

II.

By marking this line, I am confirming that I personally 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 Net Settlement Fund.

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.

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~~_____~~ 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.III. 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

IV. 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**.

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Please fill out this Claim Form to receive a cash payment from the Net Settlement Fund as described in the Settlement Notice you received. The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, www.SettlementWebiste.com, or call 1-XXX-XXX-XXX for more information.

I. CLASS MEMBER NAME AND MEMBER ID #

Provide below your name and the unique Settlement Class Member Identification Number listed on the Settlement Notice you received via email or mailed postcard.

First Name	Last Name
Settlement Class Member ID #	

II. PAYMENT OPTIONS

By marking this line, I am confirming that I personally 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 Net Settlement Fund.

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]

III. SIGN AND DATE YOUR CLAIM FORM

Your signature

Date: _____
MM DD YYYY

IV. 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? Defendant has agreed to settle the claims in the Class Action in exchange for a gross settlement payment of \$777,000. After deducting for the costs of notice and administration of the settlement (estimated to be \$54,291), service awards to the four named plaintiffs (\$2,500 each or \$10,000), attorneys' costs and expenses (not to exceed \$20,000), and attorneys' fees of not more than 33% (\$259,000, subject to the Court's approval), the Net Settlement Fund is estimated to be \$433,709. If the Court approves the Settlement, and 100% of the Class Members submit a valid and timely Claim, each Class Member would receive approximately \$11. If 20% of Class Members submit a valid and timely Claim, each Class Member would receive approximately \$55 as a *pro rata* share of the Net Settlement Fund. If there are any remaining funds in the Net Settlement Fund after distribution to Class Members, the proceeds will be distributed to a *cy pres* recipient called the Electronic Frontier Foundation, a 501(c)(3) non-profit organization dedicated to digital privacy. None of the parties have a direct or indirect financial interest in the Electronic Frontier Foundation.

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**.

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Deleted: 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..

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.

3. You Can "Opt-Out" of the Settlement. You can exclude yourself ("opt-out") of the Settlement by submitting an exclusion request to the Settlement Administrator that is postmarked 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

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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 Net Settlement Fund and reasonable documented litigation costs of up to \$20,000, and payment of up to \$2,500 each or \$10,000 in total to the four 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.

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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.

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4. Why is there a Settlement?	
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BASIC INFORMATION

1. Why is this Notice being provided?

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

The Court in charge of this case is the 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.

*Emanate has agreed to settle the claims in the Class Action in exchange for a gross settlement payment of \$777,000. After deducting for the costs of notice and administration of the settlement (estimated to be \$54,291), service awards to the four named plaintiffs (\$2,500 each or \$10,000), attorneys' costs and expenses (not to exceed \$20,000), and attorneys' fees of not more than 33% (\$259,000, subject to the Court's approval), the Net Settlement Fund is estimated to be \$433,709. If the Court approves the Settlement, and 100% of the Class Members submit a valid and timely Claim, each Class Member would receive approximately \$11. If 20% of Class Members submit a valid and timely Claim, each Class Member would receive approximately \$55 as a *pro rata* share of the Net Settlement Fund. If there are any remaining funds in the Net Settlement Fund after distribution to Class Members, the proceeds will be distributed to a *cy pres* recipient called the Electronic Frontier Foundation, a 501(c)(3) non-profit organization dedicated to digital privacy. None of the parties have a direct or indirect financial interest in the Electronic Frontier Foundation.*

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Deleted: 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 brought against Emanate Health Medical Center 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. Plaintiffs allege that the information shared with third parties may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the 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. Defendant has agreed to settle the claims in the Class Action in exchange for a gross settlement payment of \$777,000. After deducting for the costs of notice and administration of the settlement (estimated to be \$54,291), service awards to the four named plaintiffs (\$2,500 each or \$10,000), attorneys' costs and expenses (not to exceed \$20,000), and attorneys' fees of not more than 33% (\$259,000, subject to the Court's approval), the Net Settlement Fund is estimated to be \$433,709. If the Court approves the Settlement, and 100% of the Class Members submit a valid and timely Claim, each Class Member would receive approximately \$11. If 20% of Class Members submit a valid and timely Claim, each Class Member would receive approximately \$55 as a *pro rata* share of the Net Settlement Fund. If there are any remaining funds in the Net Settlement Fund after distribution to Class Members, the proceeds will be distributed to a *cy pres* recipient called the Electronic Frontier Foundation, a 501(c)(3) non-profit organization dedicated to digital privacy. None of the parties have a direct or indirect financial interest in the Electronic Frontier Foundation.

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

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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 and distribution of the Net Settlement Fund as outlined in the Settlement Benefit section of this notice. 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

Deleted: , 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.

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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

ELECTRONIC SERVICE REQUESTED

Postal Service: Do Not Mark or
Cover Barcode



**PREMIER
FIRST CLASS
U.S. POSTAGE
PAID
#1**

SETTLEMENT
CLAIM ID [ID]
[FIRST NAME]
[LAST NAME]
[ADDRESS]
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[CITY] [STATE] [ZIP]

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EXHIBIT E

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

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

15 *Counsel for Plaintiffs and the Proposed Class*

16 *[Additional counsel listed on signature page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES**

19 SALLY SHIVELY, PATSYANN SUTTON,
20 MARY PEREZ, and STEFANIE DIAMOND
21 behalf of themselves and all others similarly
22 situated,

23 Plaintiffs,

24 v.

25 EMANATE HEALTH MEDICAL CENTER

26 Defendant.

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

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

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

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

III. CERTIFICATION OF THE SETTLEMENT CLASS

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

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

IV. THE SETTLEMENT FUND

13. The Settlement Fund: Defendant agrees to make a payment of Seven Hundred Seventy-Seven Thousand Dollars And No Cents (\$777,000.00) and deposit that payment into the Settlement Fund as follows: (i) reasonable anticipated Administration Costs (the “Initial Payment”) no later than thirty (30) Days after entry of the Preliminary Approval Order; and (ii) the balance of the Settlement Fund—*i.e.*, Seven Hundred Seventy-Seven Thousand Dollars And No Cents (\$777,000.00) less the amount of the Initial Payment—no later than thirty (30) Days after entry of the Final Approval Order. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant’s liability shall not exceed Seven Hundred Seventy-Seven Thousand Dollars And No Cents (\$777,000.00), inclusive of Administration Costs; attorneys’ fees, costs, and 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

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

4 **V. EQUITABLE RELIEF**

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

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

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

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

21 **VII. SETTLEMENT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

28 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 monies shall be
20 distributed by the Settlement Administrator to the following *cy pres* recipient: the Electronic
21 Frontier Foundation, a 501(c)(3) nonprofit organization dedicated to defending digital privacy.
22 None of the Parties have a direct or indirect financial interest in the *cy pres* recipient.

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

28 39. Except as expressly set forth herein, no portion of the Net Settlement Fund shall

1 revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net
2 Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions
3 of this Agreement shall be distributed according to the provisions outlined in Paragraph 37.

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

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

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

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

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

1 Administrator will re-mail the Postcard Notice to the updated address. In addition, Notice will be
2 disseminated through the Settlement Website.

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

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

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

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

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

22 **IX. OBJECTIONS TO THE SETTLEMENT**

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

26 50. Each Objection must (i) set forth the Settlement Class Member's full name, current
27 address, telephone number, and email address; (ii) contain the Settlement Class Member's original
28 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); (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.

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

52. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing. 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 also notify the Court (as well as Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. 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 in his or her Objection.

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

53. Any Settlement Class Member who does not submit a timely Objection in complete

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

6 **X. OPT OUT PROCEDURES**

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

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

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

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

28 57. Class Counsel intends to seek reimbursement of their reasonable attorneys’ fees and

1 costs not to exceed Two Hundred and Fifty-Nine Thousand Dollars and No Cents (\$259,000.00) or
2 thirty-three percent (33%) of the total value of the Settlement Fund for attorneys' fees, plus
3 reasonable documented costs and expenses up to Twenty Thousand Dollars and No Cents
4 (\$20,000.00) incurred in prosecuting the Litigation. Class Counsel's attorneys' fees, costs, and
5 expenses awarded by the Court shall be paid no later than thirty (30) Days after entry of the Final
6 Approval Order, notwithstanding any appeals or any other proceedings which may delay the
7 Effective Date of the Settlement. For the avoidance of doubt, the Court-approved amount of any
8 attorneys' fees, costs, and expenses shall be paid from the Settlement Fund. The Parties did not
9 discuss or agree upon payment of attorneys' fees and costs until after they agreed on all material
10 terms of relief to the Settlement Class.

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

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

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

27 **XII. NOTICES**

28 61. All notices to the Parties required by the Settlement Agreement shall be made in

1 writing and communicated by mail to the following addresses:

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

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

10 *and*

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

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

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

26 *and*

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

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.

27 **XIII. SETTLEMENT APPROVAL PROCESS**

63. After execution of this Settlement Agreement, the Parties shall promptly move the

1 Court to enter the Preliminary Approval Order, which:

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

23 **XIV. FINAL APPROVAL HEARING**

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

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

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

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

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

1 includes the following provisions:

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

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

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

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

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

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

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

1 foregoing.

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

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

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

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

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

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

15 d. The Effective Date cannot occur.

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

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

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

26 72. If this Settlement Agreement is terminated or disapproved, or if the Effective Date
27 should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval
28 Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null

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

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

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

22 **XVI. RELEASE**

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

1 the settlement.

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

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

1 a complete defense to any proceeding arising from, relating to, or filed in connection with the
2 Released Class Claims.

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

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

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

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

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

1 claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement
2 Agreement.

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

14 82. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and
15 Settlement Class Members shall not prosecute, respectively, the Plaintiffs' Released Claims and
16 the Released Class Claims, in any proceeding in any forum against any of the Released Persons or
17 based on any actions taken by any Released Persons authorized or required by this Settlement
18 Agreement or the Court or an appellate court as part of this Settlement.

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

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

XVII. EFFECTIVE DATE

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

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

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

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

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

e. The Defendant has transmitted the Settlement Fund to the Settlement Administrator; and

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

XVIII. MISCELLANEOUS PROVISIONS

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

87. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or

1 proceeding between the Parties, except in an action or proceeding brought to enforce its terms.
2 Nothing contained herein is or shall be construed or admissible as an admission by Defendant that
3 Plaintiffs' claim, or any similar claims, are suitable for class treatment.

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

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

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

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

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

1 failure of the same term or condition, or waiver of any other term or condition of this Settlement
2 Agreement.

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

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

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

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

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

28 98. If any Party institutes any legal action or other proceeding against another Party or

1 Parties to enforce this Agreement or to declare rights and/or obligations under this Agreement, the
2 prevailing party will be entitled to recover from the unsuccessful Party or Parties reasonable
3 attorneys' fees and costs incurred in connection with any such action.

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

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

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

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

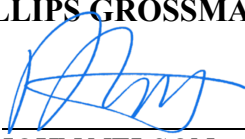
17 103. Each Party to this Settlement Agreement and the signatories thereto warrant that he,
18 she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel
19 and not in reliance upon any warranty or representation, express or implied, of any nature or kind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

22 104. Each signatory below warrants that he or she has authority to execute this Settlement
23 Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.
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Dated: 05/26/2026

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

By:  (with permission)

JOHN NELSON

Dated: 05/26/2026

ZIMMERMAN REED LLP

By: _____
RYAN ELLERSICK

Attorneys for Plaintiffs and the Proposed Class

Dated: _____

BAKER & HOSTETLER LLP

By: _____
PAUL G. KARLSGODT
TERESA C. CHOW

Attorneys for Defendant
EMANATE HEALTH MEDICAL CENTER

Dated: _____

By: _____
SALLY SHIVELY
Plaintiff

Dated: _____

By: _____
PATSYANN SUTTON
Plaintiff

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Dated: _____

By: _____
MARY PEREZ
Plaintiff

Dated: _____

By: _____
STEFANIE DIAMOND
Plaintiff

Dated: _____

By: _____
Christine Rendl

EMANATE HEALTH MEDICAL CENTER
Corporate Director of Risk Management

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Dated: _____

ZIMMERMAN REED LLP

By: _____
RYAN ELLERSICK

Attorneys for Plaintiffs and the Proposed Class

Dated: _____

BAKER & HOSTETLER LLP

By: 
PAUL G. KARLSGODT
TERESA C. CHOW

Attorneys for Defendant
EMANATE HEALTH MEDICAL CENTER

Dated: _____

By: _____
SALLY SHIVELY
Plaintiff

Dated: _____

By: _____
PATSYANN SUTTON
Plaintiff

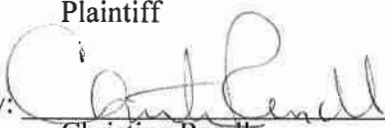
Dated: _____

By: _____
MARY PEREZ
Plaintiff

Dated: _____

By: _____
STEFANIE DIAMOND
Plaintiff

Dated: 5/20/24

By: 
Christine Rendt

EMANATE HEALTH MEDICAL CENTER
Corporate Director of Risk Management

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Dated: _____

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

By: _____
JOHN NELSON

Dated: _____

ZIMMERMAN REED LLP

By: _____
RYAN ELLERSICK

Attorneys for Plaintiffs and the Proposed Class

Dated: _____

BAKER & HOSTETLER LLP

By: _____
PAUL G. KARLSGODT
TERESA C. CHOW

Attorneys for Defendant
EMANATE HEALTH MEDICAL CENTER

Dated: 21/05/2026

By:  _____
Sally Shively May 21, 2026 15:48:00 PDT
SALLY SHIVELY
Plaintiff

Dated: _____

By: _____
PATSYANN SUTTON
Plaintiff

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**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

By: _____
JOHN NELSON

Dated: _____

ZIMMERMAN REED LLP

By: _____
RYAN ELLERSICK
Attorneys for Plaintiffs and the Proposed Class

Dated: _____

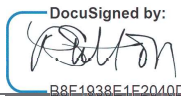
BAKER & HOSTETLER LLP

By: _____
PAUL G. KARLSGODT
TERESA C. CHOW
Attorneys for Defendant
EMANATE HEALTH MEDICAL CENTER

Dated: _____

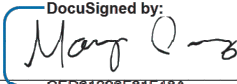
By: _____
SALLY SHIVELY
Plaintiff

Dated: 5/21/2026 | 1:07 PM PDT

By:  _____
PATSYANN SUTTON
Plaintiff

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By: _____
MARY PEREZ
Plaintiff

By: _____
STEFANIE DIAMOND
Plaintiff

By: _____
Christine Rendl

EMANATE HEALTH MEDICAL CENTER
Corporate Director of Risk Management

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May 21, 2026

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Dated: _____

By: _____

MARY PEREZ
Plaintiff

By:  _____
[Stefanie Diamond \(May 21, 2026 13:33:42 PDT\)](#)

STEFANIE DIAMOND
Plaintiff

By: _____

Christine Rendl

EMANATE HEALTH MEDICAL CENTER
Corporate Director of Risk Management

EXHIBIT F

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

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

15 *Counsel for Plaintiffs and the Proposed Class*

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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

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

10 1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall
11 have the meanings and/or definitions given to them in the Agreement, as submitted to the Court as Exhibit
12 Supplemental Declaration of Ryan J. Ellersick in Support of Plaintiffs' Motion for Preliminary Approval of
13 Class Action Settlement ("Ellersick Supplemental Declaration").

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

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

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

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

6 6. The Final Approval Hearing Date shall be _____, **2026 at __:__0 __.m.** before the
7 Honorable Carolyn Kuhl in Department 012, Superior Court of Los Angeles, located at 312 N. Spring Street,
8 Los Angeles, California 90012, to consider: (a) the fairness, reasonableness and adequacy of the proposed
9 Agreement; (b) any objections made by Settlement Class Members to the proposed Agreement; (c) whether
10 the Agreement should be finally approved by this Court; (d) Class Counsel's motion for attorneys' fees and
11 costs; (e) the motion seeking a service award for the Plaintiffs as Class Representatives; and (f) such other
12 matters as this Court may deem proper and necessary.

13 7. Class Counsel are to file and serve the Motion for Final Approval and Motion for Fees, Costs,
14 and Service Awards by _____.

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

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

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

26 11. The E-Mail Notice and Postcard Notice are the best notice practicable, and are reasonably
27 calculated, under the circumstances, to apprise the members of the Class of the pendency of this action and
28

1 their right to participate in, object to, or exclude themselves from the settlement. This Court further finds that
2 the E-Mail Notice, Postcard Notice, and Long-Form Notice, are sufficient notice of the Final Approval
3 Hearing date, the settlement, the Motion for Final Approval and Motion for Fees, Costs, and Service Award,
4 and other matters set forth in the Agreement, and that the Notices fully satisfy the California Rules of Court
5 and due process of law, to all persons entitled thereto.

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

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

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

19 15. Any written objection to the settlement must be in writing and mailed to the Settlement
20 Administrator. All Objections must: (i) set forth the Settlement Class Member's full name, current address,
21 telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii)
22 contain proof that the Settlement Class Member is a member of the Settlement Class (*e.g.*, copy of settlement
23 notice or confirmation of online form submission or laboratory appointment scheduling); (iv) state that the
24 Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal
25 and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member
26 wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class
27 Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or
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1 other duly authorized representative; and (ix) contain a list, including case name, court, and docket number,
2 of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed
3 class action settlement. All objections must be submitted to the Settlement Administrator no later than the
4 Objection Deadline. Objections will not be filed with the Court. The Settlement Administrator shall promptly
5 forward any objection(s) it receives to Class Counsel and Defendant's Counsel. Notwithstanding the above,
6 the Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak,
7 including those Class Members who have not submitted an Objection. Any Class Member who does not
8 make their objection(s) in the manner and by the date set forth herein shall be deemed to have waived any
9 objections and shall be forever barred from raising such objections, unless they personally appear at the final
10 approval hearing.

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

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

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

25 19. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains
26 continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with
27 the settlement preliminarily approved herein and the related orders of this Court.
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1 20. The parties are directed to carry out their obligations under the Agreement.

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

4 22. Further litigation in this action shall be stayed pending final approval of the settlement.
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6 **IT IS SO ORDERED.**

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8 Dated: _____

Hon. Carolyn Kuhl
Los Angeles Superior Court

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Electronic service using Case Anywhere has been authorized by Order of this Court. On **May 26, 2026**, I served the foregoing document(s) described as:

- on the interested parties by placing a true and correct copy thereof on the Case Anywhere service using Josephine Lu's username and password, which will send notification of said filing to the following parties:

I declare under penalty of perjury that the foregoing is true and correct. Executed on **May 26, 2026** at Los Angeles, California.

1 PROOF OF SERVICE

Case Anywhere Electronic Service List

Case Name: **Ortega, et al. v. Emanate Health Medical Center**

Case Info: **22STCV28142 and Consolidated Case (23STCV29848), Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.