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11 Attorneys for Plaintiffs
12 JANE DOE I and JANE DOE II

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SACRAMENTO**

15 JANE DOE I and JANE DOE II, on behalf of
16 themselves and all others similarly situated,

17 Plaintiffs,

18 v.

19 SUTTER HEALTH,

20 Defendant.

Case No. 34-2019-00258072-CU-BT-GDS

CLASS ACTION

**DECLARATION OF JEFFREY A.
KONCIUS IN SUPPORT OF MOTION
FOR ATTORNEYS' FEES, COSTS AND
INCENTIVE AWARDS**

Date: February 27, 2026
Time: 9:00 a.m.
Dept.: 22
Judge: Hon. Lauri A. Damrell

Reservation Number: A-258072-039

Action Filed: June 10, 2019
Trial Date: None Set

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DECLARATION OF JEFFREY A. KONCIUS

I, Jeffrey A. Koncius, hereby declare:

1. I am a partner in the law firm of Kiesel Law LLP (“KL”), one of the attorneys of record for Plaintiffs Jane Doe I and Jane Doe II (collectively, “Plaintiffs”) and the proposed Class. I am an attorney duly admitted to practice before this Court and am a member in good standing of the State Bar of California.

2. I submit this Declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs and Incentive Awards. I am personally familiar with the facts set forth in this Declaration. If called as a witness, I could and would competently testify to the matters stated herein.

3. I have reviewed the Checklist for Approval of Class Action and/or Private Attorney General Act (“PAGA”) Settlements (the “Checklist”). Plaintiffs’ briefing complies with the Checklist.

4. KL has been involved in all aspects of this class action lawsuit against a well-heeled Defendant, Sutter Health (“Sutter Health” or “Defendant”). As explained below, and as demonstrated by the time records that are being lodged with the Court, the litigation was hard-fought and only settled after the Parties engaged in many years of motion practice, extensive discovery, full briefing on a motion for class certification and arm’s length negotiations that came about after two mediation sessions with Judge Gail Andler (Ret.) and an eventual mediator’s proposal. As a result of the approximately six years of work preceding the settlement now before the Court, Plaintiffs were able to conduct a thorough investigation into the factual and legal issues raised in this case.

A. Procedural History and Plaintiffs’ Investigation and Discovery

5. Before initiating this action, Plaintiffs’ counsel conducted a thorough investigation, including hiring an expert to perform various analyses to confirm the occurrence of the alleged disclosures on Sutter Health’s website.

6. On June 10, 2019, Plaintiffs filed a class action complaint pleading claims for: (1) Violation of the California Confidentiality of Medical Information Act (Cal. Civ. Code §§ 56, et seq.) (“CMIA”); (2) Violation of the California Invasion of Privacy Act (Cal. Pen. Code § 631, et

1 seq. (“CIPA”); (3) Intrusion Upon Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5)
2 Violation of California’s Unfair Competition Law (“UCL”); (6) Conversion; and (7) Negligence.
3 Defendant filed initial pleading challenges (demurrers and motion to strike) as to the Class Action
4 Complaint, and demurrers were sustained with leave to amend.

5 7. On February 14, 2020, Plaintiffs filed a First Amended Class Action Complaint, to
6 which Defendant filed a second round of pleading challenges (demurrers and motion to strike). The
7 Court sustained the demurrers with leave to amend and granted the motion to strike in part with
8 leave to amend. On February 9, 2021, Plaintiffs filed a Second Amended Class Action Complaint,
9 to which Defendant filed a third round of pleading challenges (demurrers and motion to strike). The
10 Court sustained the demurrers without leave to amend as to five causes of action, with leave to
11 amend as to two causes of action, and overruled as to one cause of action, and the motion to strike
12 was granted in part. On December 6, 2021, Plaintiffs filed a Third Amended Class Action
13 Complaint, to which Defendant filed a fourth round of pleading challenges (demurrers, motion to
14 strike, and motion for judgment on the pleadings). The Court sustained the demurrers with leave to
15 amend as to two causes of action, granted in part the motion to strike, and denied the motion for
16 judgment on the pleadings.

17 8. On July 1, 2022, Plaintiffs filed a Fourth Amended Class Action Complaint pleading
18 claims for: (1) Violation of CIPA; (2) Breach of Express Contract; and (3) Breach of Implied
19 Contract. Defendant filed a fifth round of pleading challenges (demurrers to the causes of action for
20 breach of express and implied contract), which the Court overruled.

21 9. On October 13, 2022, Defendant filed an Answer and Affirmative Defenses to Doe
22 I and II’s Fourth Amended Class Action Complaint.

23 10. The material allegations of the original and amended complaints center on
24 Defendant’s alleged disclosure of its patients’ personally identifiable information (“PII”) and/or
25 protected health information (“PHI”) via cookies, pixels, web beacons, java script, and other
26 technologies to unauthorized third parties, like Meta and Google, without consent.

27 11. Discovery in this matter was extensive. For example:
28 a. The Parties exchanged written discovery, including Form Interrogatories and

- 1 multiple sets of Special Interrogatories, Requests for Admissions, and
2 Requests for Production of Documents;
- 3 b. Plaintiffs also sought discovery from third parties;
- 4 c. In response to Plaintiffs’ discovery requests, Sutter Health produced
5 voluminous documents pertaining to source code on its websites, named
6 Plaintiffs, privacy policies, marketing and advertising agreements and
7 correspondence, and other documents relating to the alleged disclosures.
8 Class Counsel reviewed all of those documents;
- 9 d. Plaintiffs also searched for and produced documents related to this lawsuit
10 and responsive to Sutter Health’s Requests for Production;
- 11 e. Plaintiffs also deposed corporate representatives designated by Sutter Health
12 to testify on six relevant topics, Sutter Health employees, and Sutter Health’s
13 computer and damages experts; and
- 14 f. Plaintiffs, as well as their computer and damages experts, were also deposed
15 by Sutter Health.

16 12. On November 14, 2023, Plaintiffs filed a Motion for Class Certification supported
17 by expert declarations, as well as their Trial Plan.

18 13. On March 21, 2024, Defendant filed an Opposition to Doe I and II’s Motion for Class
19 Certification, as well as a Motion to Strike or Exclude the Testimony and Report (Damages Model)
20 of Plaintiffs’ Expert Joshua Kreisman.

21 14. On May 16, 2024, Plaintiffs filed a Reply in Support of their Motion for Class
22 Certification, as well as an Opposition to the Motion to Strike (to which Defendant replied).

23 **B. The Parties’ Arm’s Length Settlement Negotiations**

24 15. Before the Motion for Class Certification was argued or decided, the Parties
25 participated in two private mediation sessions with the Judge Andler (Ret.) of JAMS, a well-
26 respected class action mediator.

27 16. As part of the mediation, and in order to competently assess their relative negotiating
28 positions, the Parties exchanged mediation briefing, as well as further details on issues relevant to

1 the issues of class certification and the merits of the case, such that the Parties had sufficient
2 information to assess the strengths and weaknesses of the claims and defenses.

3 17. The first mediation took place on June 27, 2024. While the Parties engaged in good
4 faith negotiations, which at all times were at arms' length, they failed to reach an agreement that
5 day.

6 18. The Motion for Class Certification and other motions related to it were scheduled to
7 be heard on August 23, 2024. However, shortly before that hearing was to occur, the Parties agreed
8 to participate in a second mediation and sought a continuance of the oral argument.

9 19. The second mediation took place on September 6, 2024. At the conclusion of the
10 second mediation, Judge Andler (Ret.) made a mediator's proposal to settle the case for
11 \$21,500,000.00, which the Parties both accepted.

12 20. Throughout these negotiations, KL advocated vigorously on behalf of Class
13 Members to obtain a settlement that provides more than adequate relief and is in the best interest of
14 Class Members.

15 21. Over the ensuing two months, the Parties reached agreement on the remaining
16 material terms of the settlement, and finalized the Class Action Settlement Agreement and related
17 documents on May 19, 2025 ("Settlement Agreement"; attached hereto as Exhibit "1").

18 22. The Parties entered into the Settlement Agreement for the benefit of the Class without
19 negotiating or agreeing to the amounts of attorneys' fees and costs.

20 23. To the best of my knowledge, no conflicts of interest exist between the Plaintiffs or
21 between the Plaintiffs and the Class.

22 24. In my opinion, Plaintiffs embraced their responsibilities as class representatives by
23 actively participating in the case including, but not limited to, searching for documents, responding
24 to written discovery, sitting for their depositions, and communicating with counsel. They have
25 remained actively involved for the many years this case has been pending.

26 25. As of the time of the filing of this Declaration, I have been advised that there are
27 estimated to be 1,628,160 Settlement Class Members.

28 ///

1 26. After soliciting various bids from claims administrators to perform the notice and
2 settlement administration set forth in the Settlement Agreement, and an extensive vetting process,
3 the Parties chose Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

4 27. The Parties drafted, negotiated, revised, and eventually agreed to the language of all
5 notice documents.

6 **C. The Attorneys’ Fees and Costs Incurred by KL**

7 28. Class Counsel have collectively spent many hours working on this case, and have
8 advanced all out-of-pocket expenses, including discovery costs and mediation-related costs, with no
9 promise of repayment.

10 29. Attached hereto as Exhibit “2” is a true and correct summary of the hours spent by
11 attorneys and other staff at KL during the course of this litigation. The exhibit breaks down the time
12 using the American Bar Association’s Uniform Task-Based Management System (UTBMS)
13 Litigation Code Set. [https://www.americanbar.org/groups/litigation/resources/uniform-task-based-](https://www.americanbar.org/groups/litigation/resources/uniform-task-based-management-system/litigation-code-set/)
14 [management-system/litigation-code-set/](https://www.americanbar.org/groups/litigation/resources/uniform-task-based-management-system/litigation-code-set/) No paralegal time was included. This summary was
15 prepared based on contemporaneous time records of all work performed, which are being lodged
16 with the Court. All of the tasks performed, and the time expended, were reasonable and necessary
17 for the prosecution and ultimate settlement of the claims of Plaintiffs and the Class. Exhibit “2”
18 indicates a total lodestar of \$3,050,618.00, which was calculated based on the participating
19 individuals’ current hourly rates. I estimate that my firm will spend many hours and incur additional
20 expenses through the conclusion of the case relating to final approval, including fielding and
21 responding to questions from Class Members and other work relating to the ultimate distribution of
22 the Settlement.

23 30. The hourly rates for the attorneys in my firm are the same as the regular current rates
24 charged for their services in non-contingent matters and which have been accepted and approved in
25 other class action litigation. Kiesel Law’s hourly rates were recently approved by the court in *Salas*
26 *v. Toyota Motor Sales U.S.A., Inc.*, No. 15-cv-08629-HDV-E (C.D. Cal. Jan. 7, 2025), ECF No. 305
27 (approving hourly rates of \$395 through \$1,280). Additionally, Kiesel Law LLP’s rates have been
28 consistently approved in various federal and state courts. *See, e.g., Kevin Risto v. Screen Actors*

1 *Guild – American Federation of Television and Radio Artists, et al.*, Case No. 2:18-cv-07241-CAS-
2 PLZx (C.D. Cal.), ECF No. 183 (approving Paul Kiesel’s hourly rate of \$1,280, and Kiesel Law
3 LLP hourly rates of \$325 to \$1,280); *Sherman Grove Apartments, LLC v. WASH Multifamily*
4 *Laundry Systems, LLC*, Los Angeles Superior Court, Case No. 18STCV00129 (approving Kiesel
5 Law LLP hourly rates of \$480 to \$1,150); *The Rick Nelson Company, LLC v. Sony Music*
6 *Entertainment*, Case No. 1:18-cv-08791-LLS (S.D.N.Y.) (approving Kiesel Law LLP hourly rates
7 of \$480 to \$1,150), ECF No. 97 (approving Kiesel Law LLP hourly rates of \$480 to \$1,150);
8 *Martindale, et al. v. Sony Pictures Entm’t, Inc.*, Los Angeles Superior Court, Case No. BC499182;
9 *Stanley Donen Films, Inc. v. Twentieth Century Fox Film Corp.*, Los Angeles Superior Court, Case
10 No. BC499181 (approving attorney hourly rates of \$325 to \$1,100); *Mount v. Wells Fargo Bank,*
11 *N.A.*, Los Angeles Superior Court, Case No. BC395959 and was discussed in a California Court of
12 Appeal opinion, albeit unpublished (*Mount v. Wells Fargo Bank, N.A.*, 2016 Cal. App. Unpub.
13 LEXIS 969 at *40 (“Here, there was sufficient evidence to support the court’s approval of the hourly
14 rates” which included Paul Kiesel’s hourly rate of \$1,100 per hour); *see, also, Colin Higgins Prods.,*
15 *Ltd. v. Paramount Pictures Corp.*, Los Angeles Superior Court, Case No. BC499179 (approving in
16 2016 attorney hourly rates of \$325 to \$1100); *Colin Higgins Prods., Ltd. v. Universal City Studios,*
17 *LLC*, Los Angeles Superior Court, Case No. BC499180 (in 2015 approving Kiesel Law LLP hourly
18 rates of \$375 to \$1,100); *Stone v. Howard Johnson International, Inc.*, United States District Court,
19 Case No. 12-cv-1684-PSG (C.D. Cal.) (in 2015 approving attorney hourly rates of \$325 to \$1100);
20 *Nader v. Capital One Bank (USA), N.A.*, United States District Court, Case No. 12-cv-01265-DSF-
21 RZ (C.D. Cal.) (in 2014 approving attorney hourly rates of \$375 to \$1100). Furthermore, my firm
22 charges rates commensurate with the prevailing market rates for attorneys of comparable experience
23 and skill handling complex litigation and, in this case, made all reasonable attempts to assign tasks
24 to timekeepers at the appropriate billing rates.

25 31. Attached hereto as Exhibit “3” is a true and correct summary of expenses incurred
26 by KL during the course of this litigation. The expenses pertaining to this case are reflected in the
27 books and records of my firm. This expense summary was prepared based on expense vouchers,
28 check records, and other documents and is an accurate record of KL’s expenses in this matter.

1 Exhibit “3” indicates a total of \$96,984.34 in expenses incurred by KL to date in connection with
2 the prosecution of this litigation, none of which have been reimbursed as of the time of the execution
3 of this Declaration. I believe all of the litigation expenses incurred were reasonable and necessary
4 given the complex nature and scope of the case.

5 **D. KL’s Experience and Qualifications**

6 32. My firm acted as co-counsel for the Class in this matter with Simmons Hanly Conroy
7 (“SHC”) and was actively involved in all proceedings herein. As a result, I am intimately familiar
8 with this litigation so as to support the proposed settlement.

9 33. My firm’s work included, among other things: conducting an investigation into the
10 alleged disclosures on Sutter Health’s website before initiating the lawsuit; research relating to the
11 filing of the case; participating in extensive meetings and calls with SHC relating to case strategy
12 and what causes of action to allege; drafting and revising the Complaint and associated documents
13 including those related to the motion practice in this action; participating in multiple conferences
14 with Defense counsel relating to discovery and various status conferences; preparing and serving
15 discovery; preparing for and participating in depositions of Sutter Health’s employees, corporate
16 representatives, and experts; engaging in motion practice; drafting and revising various joint reports
17 to the Court; appearing at multiple court appearances throughout the litigation; reviewing and
18 analyzing thousands of pages of documents; participating in settlement negotiations, including
19 drafting and reviewing the mediation statement and attending various meetings relating to mediation
20 and the mediation itself; participating in multiple phone conferences with SHC and Defense counsel
21 relating to resolution; and drafting of preliminary approval papers and all associated documents.

22 34. My firm has extensive experience prosecuting complex consumer class actions
23 (including medical data privacy class action litigation) in both State and Federal Courts around the
24 country and has the ability and resources to litigate this case through trial on a classwide basis if a
25 fair settlement had not been negotiated. In my opinion, the result reached herein, and the relief to
26 the Class, is more than fair, reasonable, and adequate, and in the best interest of the Settlement Class,
27 thus allowing for the instant request for fees, costs, and incentive awards. Attached hereto as Exhibit
28 “4” is a true and correct copy of my firm’s resume, which includes information pertaining to the

1 predecessor firms of “Kiesel Boucher Larson LLP” and “Kiesel + Larson LLP.” As set forth in that
2 Exhibit, my firm has a long history of being an advocate for plaintiffs and consumers in class actions,
3 mass actions, and individual actions, nationally and state-wide. In that regard, my firm has held lead,
4 liaison, or co-lead positions in a variety of actions. In addition, I personally have been appointed
5 class counsel in many cases both in Federal and State Courts in California, New York, and New
6 Jersey. Examples of the firm’s experience include:

- 7 • *Jane Doe v. Virginia Mason Medical Center, et al.*, Case No. 19-2-26674-1
8 SEA (State of Washington, King Superior Court): KL appointed to serve as
9 Class Counsel in class action alleging Defendant health care provider bugged
10 its web-properties to redirect their patients’ identities and confidential
11 communications to third-parties without consent. On September 27, 2021, the
12 Court granted Plaintiffs’ motion for class certification. The matter has since
13 settled and a Motion for Preliminary Approval granted.
- 14 • *In re Meta Pixel Healthcare Litig.*, United States District Court, Case No.
15 3:22-cv-03580-WHO (N.D. Cal.): I was appointed to Executive Committee
16 in proposed class action filed on behalf of all patients whose information was
17 allegedly intercepted and transmitted to Meta without their consent when
18 those patients were engaged in what they thought were secure
19 communications with their medical providers. Expert research showed that at
20 least 664 hospital systems or medical provider web properties sent such
21 HIPAA-protected data to Meta via the Facebook Pixel which is an invisible
22 piece of code that was placed on the medical websites.
- 23 • *John Doe I, et al. v. Google, LLC*, Case No. 3:23-cv-02431-VC (N.D. Cal.):
24 KL serves as counsel for Plaintiffs and the proposed Class in class action
25 lawsuit against Google LLC for its unauthorized and unlawful tracking,
26 collection, and monetization of Americans’ private health information.
- 27 • *In re Facebook Internet Tracking Litig.*, United States District Court, Case
28 No. 5:12-md-02314 (N.D. Cal.): KL appointed to Plaintiffs Steering

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Committee in class action alleging interception of Facebook users’ internet communications and activity after logging out of Facebook. The matter was settled and final approval granted for settlement providing for \$90 million and deletion of the data.

- *Southern California Gas Leak Cases*, California JCCP No. 4861 (L.A.S.C.): The Porter Ranch gas leak was widely reported as the single worst natural gas leak in U.S. history. The Court appointed KL as Liaison Counsel for the private plaintiffs, which included the business class action complaints filed by local businesses for economic losses, individual class action complaints, and more than 38,000 individual plaintiffs’ claims. The matter settled for approximately \$1.8 billion.
- *John Doe v. Partners Healthcare System, Inc., et al.* (Suffolk Superior Court, Mass.): KL served as Class Counsel in privacy action alleging Defendant medical providers did not obtain sufficient consent when placing third-party analytics tools, cookies, and pixels on their websites. Plaintiffs further alleged that the code caused browsers to disclose information about their internet use to third parties through these analytics tools, cookies, pixels, and related technologies. Settlement of \$18.4 million approved.
- *JUUL Labs Product Cases*, California JCCP No. 5052, Lead Case No. 19STCV22935 (Los Angeles Superior Court). KL appointed Co-Lead Plaintiffs’ Counsel for the private plaintiffs in the JUUL JCCP where there were thousands of cases pending. The JUUL JCCP working together with leadership in the JUUL MDL was able to resolve these cases. While the JCCP and MDL personal injury cases settled for an undisclosed amount, the MDL class action resolved for \$300 million.
- *The Rick Nelson Co., LLC v. Sony Music Entm’t*, United States District Court, Case No. 1:18-cv-08791-LLS (S.D.N.Y.): KL appointed class counsel for artists who alleged that Sony improperly reduced and failed to adequately pay

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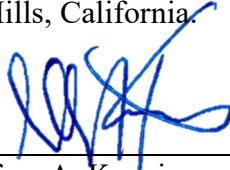
foreign streaming royalties for use of their artistic works. Class settlement of more than \$12 million in cash and an increase of royalty rates for future foreign streaming approved.

- *Clergy Cases I, II, & III*, California JCCPs 4286, 4297, and 4359 (L.A.S.C.): KL litigated childhood sexual abuse cases against Los Angeles Archdiocese with total settlement exceeding \$1.2 billion.
- *In re: Wright Medical Tech., Inc., Conserve Hip Implant Prods. Liab. Litig.*, MDL No. 2329 (N.D. Ga.): KL appointed Co-Lead Counsel in MDL arising out of injuries sustained as a result of defective metal-on-metal hip devices. KL was then part of bellwether trial team that obtained an \$11 million verdict in Atlanta, GA, in November 2015, including \$10 million in punitive damages.

35. While this action obviously could not have been brought without the involvement of the named Plaintiffs, they were not mere bystanders. As shown in their Declarations, they were active participants throughout the years of pleading challenges, discovery, and settlement discussions. In addition to their sitting for lengthy depositions and responding to discovery, they never wavered in wanting to see this matter through to its conclusion due to the nature of the action. Further, the named Plaintiffs are bound by a much broader release than that applicable to Class Members. As a result, it is my opinion that they should receive more than other members of the Class and that the requested incentive awards should be granted.

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

Executed on December 9, 2025, at Beverly Hills, California.



Jeffrey A. Koncius

EXHIBIT “1”

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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF SACRAMENTO

21
22 JANE DOE I and JANE DOE II, on behalf of
23 themselves and all others similarly situated,

24 Plaintiffs,

25 v.

26 SUTTER HEALTH,

27 Defendant.

Case No. 34-2019-00258072-CU-BT-GDS

*Assigned for All Purposes to Department 22
Pursuant to California Rule of Court 3.734*

CLASS ACTION SETTLEMENT
AGREEMENT

Action Filed: June 10, 2019

Trial Date: None Set

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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among: (i) Plaintiffs JANE DOE I and JANE DOE II (“Doe I and II”), both individually and on behalf of the Settlement Class (as defined herein); and (ii) Defendant Sutter Health (“Defendant” or “Sutter Health”), in the case of *Doe I and Doe II v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS, currently pending in the Superior Court of the State of California for the County of Sacramento (as defined herein), subject to the condition precedent of the Court’s final approval of this Agreement and the corresponding Judgment having become “Final” (as defined herein) as of the “Effective Date” (as defined herein). Doe I and II and the Settlement Class are collectively referred to as “Plaintiffs” unless otherwise noted. Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle without any admission of fault or liability the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the condition precedent of the Court’s final approval of this Agreement and the corresponding Judgment having become Final as of the Effective Date.

RECITALS

1. Doe I and II filed a Class Action Complaint initiating the Action on June 10, 2019, pleading claims for: (1) Violation of the California Confidentiality of Medical Information Act (Cal. Civ. Code §§ 56, *et seq.*) (“CMIA”); (2) Violation of the California Invasion of Privacy Act (Cal. Pen. Code § 631, *et seq.*) (“CIPA”); (3) Intrusion Upon Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5) Violation of California’s Unfair Competition Law (“UCL”); (6) Conversion; and (7) Negligence.

2. Defendant filed initial pleading challenges (demurrers and motion to strike) as to the Class Action Complaint, and demurrers were sustained in full with leave to amend.

3. On February 14, 2020, Doe I and II filed a First Amended Class Action Complaint pleading claims for: (1) Violation of CMIA; (2) Violation of CIPA; (3) Intrusion Upon Seclusion; (4) California Constitutional Invasion of Privacy; (5) Breach of Fiduciary Duty of Confidentiality; (6) Statutory Theft (Cal. Pen. Code §§ 484 496); (7) Violation of UCL; (8) Conversion;

1 (9) Negligence; (10) Unjust Enrichment; (11) Breach of Contract; and (12) Breach of the Duty of
2 Good Faith and Fair Dealing.

3 4. Defendant filed a second round of pleading challenges (demurrers and motion to
4 strike) as to the First Amended Class Action Complaint, demurrers were sustained in full with
5 leave to amend, and the motion to strike was granted in part with leave to amend.

6 5. On February 9, 2021, Doe I and II filed a Second Amended Class Action
7 Complaint pleading claims for: (1) Violation of CMIA; (2) Violation of CIPA; (3) Intrusion Upon
8 Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5) Violation of UCL; (6) Negligence;
9 (7) Breach of Contract; and (8) Breach of the Implied Covenant of Good Faith and Fair Dealing.

10 6. Defendant filed a third round of pleading challenges (demurrers and motion to
11 strike) as to the Second Amended Class Action Complaint, demurrers were sustained without
12 leave to amend as to five causes of action, with leave to amend as to two causes of action, and
13 overruled as to one cause of action, and the motion to strike was granted in part.

14 7. On December 6, 2021, Doe I and II filed a Third Amended Class Action Complaint
15 pleading claims for: (1) Violation of CIPA; (2) Breach of Contract; and (3) Breach of the Implied
16 Covenant of Good Faith and Fair Dealing.

17 8. Defendant filed a fourth round of pleading challenges (demurrers, motion to strike,
18 and motion for judgment on the pleadings) as to the Third Amended Class Action Complaint,
19 demurrers were sustained with leave to amend as to two causes of action, the motion to strike was
20 granted in part, and the motion for judgment on the pleadings was denied.

21 9. On July 1, 2022, Doe I and II filed a Fourth Amended Class Action Complaint
22 pleading claims for: (1) Violation of CIPA; (2) Breach of Express Contract; and (3) Breach of
23 Implied Contract.

24 10. Defendant filed a fifth round of pleading challenges (demurrers to the causes of
25 action for breach of express and implied contract), which were overruled.

26 11. The material allegations of the original and amended complaints center on
27 Defendant's alleged disclosure of its patients' personally identifiable information ("PII") and/or
28 protected health information ("PHI") via cookies, pixels, web beacons, java script, and other

1 technologies to Meta (formerly known as Facebook), Google, and other third parties purportedly
2 without authorization, allegedly supporting liability under all of the aforementioned previously
3 pleaded causes of action.

4 12. On October 13, 2022, Defendant filed an Answer and Affirmative Defenses to
5 Doe I and II's Fourth Amended Class Action Complaint.

6 13. After extensive discovery, on November 14, 2023, Doe I and II filed a Motion for
7 Class Certification.

8 14. On March 21, 2024, Defendant filed an Opposition to Doe I and II's Motion for
9 Class Certification.

10 15. On May 16, 2024, Doe I and II filed a Reply in Support of their Motion for Class
11 Certification.

12 16. Before the Motion for Class Certification was argued or decided, the Parties
13 participated in a private mediation with the Honorable Retired Judge Gail Andler of JAMS, a
14 well-respected class action mediator.

15 17. As part of the mediation, and in order to competently assess their relative
16 negotiating positions, the Parties exchanged mediation briefing, as well as further details on
17 relevant issues, in addition to the information that was provided in formal discovery relevant to the
18 issues of class certification and summary judgment, such that the Parties had sufficient
19 information to assess the strengths and weaknesses of the claims and defenses.

20 18. The mediation took place on June 27, 2024. While the Parties engaged in good
21 faith negotiations, which at all times were at arms' length, they failed to reach an agreement that
22 day.

23 19. The Motion for Class Certification and other motions related to it were scheduled
24 to be heard on August 23, 2024. However, shortly before that hearing was to occur, the Parties
25 agreed to participate in a second mediation.

26 20. The second mediation took place on September 6, 2024. At the conclusion of the
27 second mediation, Ret. Judge Andler made a mediator's recommendation to settle the case for
28 \$21,500,000.00, which the Parties both accepted.

1 21. Over the ensuing two months, the Parties reached agreement on the remaining
2 material terms of a class action settlement subject to the terms set forth herein.

3 22. At all times, Sutter Health has denied and continues to deny any wrongdoing
4 whatsoever and has denied and continues to deny that it committed or attempted to commit any
5 wrongful act or violation of law or duty alleged in the Action, and believes it would have prevailed
6 at summary judgment and/or trial. Nonetheless, taking into account the uncertainty and risks
7 inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be
8 fully and finally settled and terminated in the manner and upon the terms and conditions set forth
9 in this Agreement. This Agreement is a compromise, and the Agreement, any related documents,
10 and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an
11 admission or concession of liability or wrongdoing on the part of Defendant, or any of the
12 Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing
13 or damage whatsoever.

14 23. Doe I and II believe that the claims asserted in the Action against Defendant have
15 merit and that they would have prevailed in certifying a litigation class and at trial. Nonetheless,
16 Doe I and II and Class Counsel (as defined herein) recognize the expense and delay associated
17 with continued prosecution of the Action against Defendant through class certification, summary
18 judgment, trial, and any subsequent appeals. Doe I and II and Class Counsel have also taken into
19 account the factual and legal defenses presented by Defendants and the uncertain outcome and
20 risks of litigation, especially in complex class actions, as well as the difficulties inherent in such
21 litigation. Therefore, Doe I and II and Class Counsel believe it is desirable that the Released
22 Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their
23 evaluation, Doe I and II and Class Counsel have concluded that the terms and conditions of this
24 Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best
25 interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and
26 provisions of this Agreement.

27 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among
28 Doe I and II, on behalf of themselves and the Settlement Class, and each of them, on the one hand,

1 and Defendant, on the other hand, that upon and subject to the terms and conditions of this
2 Agreement, and subject to the condition precedent of the Court’s final approval of this Agreement
3 and the corresponding Judgment having become Final as of the Effective Date, in consideration of
4 the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the
5 Released Claims shall be finally and fully compromised, settled, and released, and the Action shall
6 be dismissed with prejudice.

7 **AGREEMENT**

8 **ARTICLE I**

9 **(Definitions)**

10 As used in this Settlement Agreement, the following terms have the meanings specified
11 below:

12 1.1. “Action” means *Doe I and Doe II v. Sutter Health*, Case No. 34-2019-00258072-
13 CU-BT-GDS, pending in the Superior Court of the State of California for the County of
14 Sacramento.

15 1.2. “Approved Claim” means a Claim Form submitted by a Settlement Class Member
16 that is: (a) completed by a Settlement Class Member with all of the information requested in the
17 Claim Form; (b) signed by the Settlement Class Member, physically or electronically;
18 (c) submitted timely and in accordance with the directions on the Claim Form and the provisions
19 of this Settlement Agreement; and (d) is approved by the Settlement Administrator pursuant to the
20 provisions of this Agreement.

21 1.3. “Claim” means a claim for settlement benefits made under the terms of this
22 Settlement Agreement.

23 1.4. “Claim Form” means the document substantially in the form attached hereto as
24 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class
25 Members who wish to file a Claim for a monetary settlement payment, shall be able to be
26 submitted in either electronic or paper format in the manner described below.

27 1.5. “Claims Deadline” means the date by which all Claim Forms must be postmarked
28 or received to be considered timely and shall be set as a date sixty (60) days after entry of the Final

1 Judgment. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as
2 well as in the Notice and the Claim Form.

3 1.6. "Class Counsel" means Jason "Jay" Barnes and Eric Johnson at the Simmons
4 Hanly Conroy LLP law firm, along with Jeffrey A. Koncius and Nicole Ramirez Jones at the
5 Kiesel Law LLP law firm.

6 1.7. "Class Representatives" mean the named Plaintiffs in this Action, Jane Doe I and
7 Jane Doe II.

8 1.8. "Court" means the Superior Court of the State of California for the County of
9 Sacramento.

10 1.9. "Defendant" means Sutter Health and all of its subsidiaries and affiliates.

11 1.10. "Defendant's Counsel" means Robert H. Bunzel, Michael D. Abraham, Stephen C.
12 Steinberg, and Kerry Duffy of Bartko Pavia LLP.

13 1.11. "Effective Date" means the date ten (10) days after which all of the events and
14 conditions specified in Paragraph 9.1 have been met and have occurred.

15 1.12. "Exclusion Deadline" means the date by which a written request for exclusion
16 submitted by a Person within the Settlement Class must be made, which shall be designated as a
17 date no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the
18 Court

19 1.13. "Fee Award" means the amount of attorneys' fees and reimbursement of expenses
20 awarded by the Court to Class Counsel.

21 1.14. "Final" means one business day following the latest of the following events: (a) the
22 date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment
23 approving the Settlement Agreement; (b) if there is an appeal or appeals, other than an appeal or
24 appeals solely with respect to the Fee Award or Incentive Awards, the date of completion, in a
25 manner that finally affirms and leaves in place the Final Judgment without any material
26 modification, of all proceedings arising out of the appeal or appeals (including, but not limited to,
27 the expiration of all deadlines for motions for intervention, reconsideration or petitions for review
28 and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any

1 subsequent appeal or appeals following decisions on remand); or (c) the date of final dismissal of
2 any appeal or the final dismissal of any proceeding on certiorari. Notwithstanding the above, any
3 order modifying or reversing any Fee Award or Incentive Awards, or appeal solely thereof, made
4 in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect
5 of the Judgment.

6 1.15. “Final Approval Hearing” means the hearing before the Court where the Parties
7 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,
8 the Fee Award, and the incentive awards to the Class Representatives.

9 1.16. “Final Judgment” means the Final Judgment and Order to be entered by the Court
10 approving the Agreement after the Final Approval Hearing.

11 1.17. “Net Settlement Fund” means the amount of funds that remain in the Settlement
12 Fund after funds are paid from or allocated for payment from the Settlement Fund for the
13 following: (a) reasonable Notice and Claims Administration Costs incurred pursuant to this
14 Agreement; (b) any taxes owed by the Settlement Fund; (c) any Incentive Awards approved by the
15 Court; and (d) any Attorneys’ Fees, Costs, and Expenses approved by the Court.

16 1.18. “Notice” means the notice of this proposed Class Action Settlement Agreement and
17 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
18 forth in this Agreement, is consistent with the requirements of Due Process, the laws of California,
19 and the Constitution of the United States, and is substantially in the form of Exhibits B and C
20 attached hereto.

21 1.19. “Notice Date” means the date by which the initial Direct Notice set forth in
22 Paragraph 4.1 is complete, which shall be no later than forty-five (45) days after Preliminary
23 Approval.

24 1.20. “Objection Deadline” means the date by which a written objection to this
25 Settlement Agreement must be made, which shall be designated as a date no later than sixty (60)
26 days after the Notice Date, or such other date as ordered by the Court.

27 1.21. “Person” shall mean, without limitation, any individual, corporation, partnership,
28 limited partnership, limited liability company, association, joint stock company, estate, trust,

1 unincorporated association, and any business or legal entity, heirs, successors, executors, or
2 assigns.

3 1.22. "Plaintiffs" means Jane Doe I, Jane Doe II, and the Settlement Class Members.

4 1.23. "Preliminary Approval" means the Court's certification of the Settlement Class for
5 settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form
6 and manner of the Notice.

7 1.24. "Preliminary Approval Order" means the order preliminarily approving the
8 Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing
9 notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to
10 the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

11 1.25. "Released Claims" means a specific release of any and all claims (including
12 "Unknown Claims" as defined below) against Released Parties, or any of them, that were alleged
13 or could have been alleged based on, reasonably arising out of, or reasonably relating to any facts
14 alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information
15 related to a Settlement Class Member through use of Google Analytics, the Meta pixel, other
16 cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising
17 technologies on or involved with any of the Released Parties' respective websites, web domains,
18 webpages, or portals. Such release includes but is not limited to:

19 (a) Potential, filed, fixed or contingent, claimed or unclaimed, demands,
20 liabilities, rights, causes of action, contracts or agreements, non-economic damages, economic
21 damages, punitive damages, statutory damages, nominal damages, civil penalties, equitable relief,
22 expenses, costs, and attorneys' fees based on, reasonably arising out of, or reasonably relating to
23 any facts that were alleged in the Action; and/or,

24 (b) Obligations whether in law or in equity, accrued or unaccrued, direct,
25 individual or representative, of every nature and description whatsoever, whether based on state,
26 federal, local, statutory, or common law or any other law, rule or regulation, based on, reasonably
27 arising out of, or reasonably relating to any facts that were alleged in the Action.

28

1 1.26. “Released Parties” means Sutter Health and all of its subsidiaries and affiliates,
2 and each of them, as well as any and all of their respective present or past heirs, executors, estates,
3 administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors,
4 licensees, associates, affiliates, employers, employees, agents, consultants, independent
5 contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,
6 members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders,
7 auditors, investment advisors, legal representatives, successors in interest, assigns and companies,
8 firms, trusts, and corporations. Released Parties does not include Meta, Google, or any other
9 tracking, analytics, and/or advertising technologies companies to the extent they may be liable, if
10 at all, for their own actions.

11 1.27. “Releasing Parties” means Doe I and II, those Settlement Class Members who do
12 not timely opt out of the Settlement Class, and all of their respective present or past heirs,
13 executors, estates, administrators, successors, assigns, and any other Person claiming by, through,
14 or under the Settlement Class Member.

15 1.28. “Settlement Administration Expenses” means the expenses incurred by the
16 Settlement Administrator in providing Notice, processing claims, responding to inquiries from
17 members of the Settlement Class, mailing checks for Approved Claims, and related services.

18 1.29. “Settlement Administrator” means Epiq or such other reputable administration
19 company that has been selected by the Parties and approved by the Court to oversee the
20 distribution of Notice, as well as the processing and payment of Approved Claims to the
21 Settlement Class as set forth in this Agreement.

22 1.30. “Settlement Class” means all individuals who were California residents at the time
23 they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to
24 their own healthcare from June 10, 2015, through March 20, 2020. Excluded from the Settlement
25 Class are: (a) any Judge presiding over this Action, any members of the Judges’ respective staffs,
26 and immediate members of the Judge’s family; (b) officers and directors of Defendant, its
27 subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a
28 controlling interest; (c) persons who timely and validly request exclusion from and/or opt-out of

1 the Settlement Class; and (d) the legal representatives, successors or assigns of any such excluded
2 persons.

3 1.31. "Settlement Class Member" means a Person who falls within the definition of the
4 Settlement Class as set forth above.

5 1.32. "Settlement Fund" means the sum of twenty-one million five hundred thousand
6 dollars and no cents (\$21,500,000.00), to be paid by Defendant as specified in this Agreement.

7 1.33. "Settlement Website" means a website, referenced in Section 4(e) below, to be
8 established, operated, and maintained by the Settlement Administrator for purposes of providing
9 notice and otherwise making available to the Settlement Class Members certain documents,
10 information, and online claims submission process.

11 1.34. "United States" as used in this Settlement Agreement includes the District of
12 Columbia, all States, and all territories.

13 1.35. "Unknown Claims" means any of the Released Claims that any of the Releasing
14 Parties do not know or suspect to exist, which, if known by him or her, might have affected his or
15 her settlement with, and release of, the Released Parties or the Released Claims or might have
16 affected his or her decision to agree, object or not to object to and/or participate in the Settlement.

17

18

ARTICLE II

19

(Settlement Relief)

20

21 2.1. Creation of the Settlement Fund: Defendant agrees that it will make a total,
22 combined payment of twenty-one million five hundred thousand dollars and no cents
23 (\$21,500,000.00) and deposit that payment into the Settlement Fund as follows: (a) Defendant
24 shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the
25 Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order, which
26 shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the
27 Final Approval Order and Final Judgment, and (b) Defendant shall pay the balance of the
28 Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No Cents
(\$21,250,000.00), thirty (30) Days after the Effective Date. For the avoidance of doubt, and for

28

1 purposes of this Settlement Agreement only, Defendant's and its insurers' total obligation to pay
2 may not exceed for any reason twenty-one million five hundred thousand dollars and no cents
3 (\$21,500,000.00), inclusive of attorneys' fees awards, incentive awards, costs, and expenses. The
4 timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement
5 Administrator for the Settlement Fund and on the Settlement Administrator signing a Business
6 Associate Agreement with Defendant in a form agreeable to Defendant by the date that the
7 Preliminary Approval Order is issued. If Defendant does not receive this information and Business
8 Associate Agreement by the date that the Preliminary Approval Order is issued, the payments
9 specified by this paragraph shall be made within thirty (30) days after Defendant receives this
10 information and the executed Business Associate Agreement in a form agreeable to Defendant.

11 2.2. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an
12 appropriate trust account established by the Settlement Administrator but shall remain subject to
13 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed
14 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this
15 Agreement is voided, terminated, or cancelled. In the event this Agreement is voided, terminated,
16 or cancelled due to lack of approval from the Court or any other reason: (a) the Plaintiffs and Class
17 Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that
18 have been paid or incurred in accordance with the terms and conditions of this Agreement; (b) any
19 amounts remaining in the Settlement Fund after payment of Notice and Claims Administration
20 Costs paid or incurred in accordance with the terms and conditions of this Agreement, including
21 all interest earned on the Settlement Fund net of any taxes, shall be returned to Sutter Health; and
22 (c) no other Person shall have any further claim whatsoever to such amounts.

23 2.3. Use of the Settlement Fund: As further described in this Agreement, the Settlement
24 Fund shall be used by the Settlement Administrator to pay for: (a) reasonable Notice and Claims
25 Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties
26 and approved by the Court; (b) any Incentive Awards approved by the Court; (c) any Fee and Cost
27 Award as approved by the Court; and (d) any benefits to Settlement Class Members, pursuant to
28 the terms and conditions of this Agreement.

1 2.8. Schedule of Payments: The Settlement Administrator will make payments in
2 accordance with the following schedule:

3 (a) *Notice and Other Administrative Costs.* Amounts for Notice and Other
4 Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced and
5 become due and owing.

6 (b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to
7 be paid as described at Section 8.1, below.

8 (c) *Incentive Awards.* Amounts equal to Plaintiffs' incentive awards as ordered
9 by the Court, to be paid as described at Section 8.3, below.

10 (d) *Payment of Valid Approved Claims.* An amount equal to a pro rata share of
11 the Net Settlement Fund for each Approved Claim, not to exceed \$90.00 per Claim, which amount
12 is to be paid one hundred twenty (120) days after the Final Judgment.

13 (e) *Payment of Cy Pres Donation.* Any residual funds remaining in the Net
14 Settlement Fund after administration of the Settlement Agreement will be donated pursuant to
15 Section 2.13 below.

16 2.9. Claims Process: Each Settlement Class Member will be entitled to submit a Claim
17 Form for a payment, consistent with this section and as determined by the Court.

18 (a) *Payment.* Each Settlement Class member may complete and submit a single
19 Claim Form that will, if valid and approved by the Settlement Administrator, entitle him or her to
20 a payment of a pro rata share of the Net Settlement Fund, not to exceed Ninety Dollars (\$90.00).

21 (b) *Method of Payment.* Each Settlement Class Member may choose to receive
22 his or her payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default
23 payment method if a Settlement Class Member does not state a preferred method of payment.

24 (c) *Timing of Payment.* Payments for Approved Claims will be paid one
25 hundred twenty (120) days after the Effective Date.

26 2.10. Proof of Claim: A maximum of one Claim, submitted on a single Claim Form, may
27 be submitted by and/or approved by the Settlement Administrator for each Settlement Class
28 Member.

1 3.2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
2 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
4 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
5 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently
6 barred from filing, commencing, prosecuting, intervening in, or participating (as a class member
7 or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than
8 participation in the Settlement as provided herein) against any Released Party based on the
9 Released Claims.

10 3.3. Additionally, upon the Effective Date, Doe I and II each expressly shall have
11 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
12 of § 1542 of the California Civil Code, which provides as follows:

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

19 3.4. Upon the Effective Date, Doe I and II each expressly shall have waived any and all
20 provisions, rights and benefits conferred by any law of any state or territory of the United States,
21 or principle of common law, or the law of any jurisdiction outside of the United States, which is
22 similar, comparable or equivalent to § 1542 of the California Civil Code. Doe I and II each
23 acknowledge that she may discover facts in addition to or different from those that she now knows
24 or believes to be true with respect to the subject matter of this release, but that it is her intention to
25 finally and forever settle and release the Released Claims, including any Unknown Claims she
26 may have, as that term is defined in this Paragraph. Doe I and II each acknowledge that the
27 foregoing waiver is a material element of the Settlement Agreement of which this release is a part.
28 For the avoidance of doubt, the Parties expressly acknowledge that Doe I and II are not waiving
their rights under § 1542 of the California Civil Code or any other related law or provision as
referenced in this Paragraph for unknown claims that are not encompassed by the definition of

1 Released Claims, e.g., that are wholly factually unrelated to use of Google Analytics, the Meta
2 pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or
3 advertising technologies on the Released Parties' respective websites, web domains, webpages, or
4 portals.

5 ARTICLE IV

6 (Notice to the Settlement Class)

7 4.1. The Notice Plan shall consist of the following:

8 (a) *Settlement Class List.* Contingent on the Settlement Administrator having
9 signed a Business Associate Agreement that is acceptable to Defendant, and the Court having
10 entered its Order granting Preliminary Approval of this Agreement, no later than fourteen (14)
11 days after the entry of the Preliminary Approval Order, Defendant shall produce to the Settlement
12 Administrator an electronic list from its records that includes the full names, email addresses (if
13 known), and last known U.S. Mail addresses, to the extent available, belonging to Persons within
14 the Settlement Class. The Court's Order granting Preliminary Approval of this Agreement and
15 Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement
16 Class to disclose this information to the Settlement Administrator. This electronic document shall
17 be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel
18 shall not receive nor be entitled to access the Class List, and may not send advertisements,
19 solicitations, or communications based on the Class List to the Settlement Class Members.

20 (b) *Direct Notice.* In the event that the Court preliminarily approves the
21 Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email
22 substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to
23 all Settlement Class Members for whom a valid email address is available in the Class List. In the
24 event transmission of email notice results in any "bounce-backs," the Settlement Administrator
25 shall, where reasonable: (i) for any email notice for which a bounce code is received indicating
26 that the message was undeliverable for reasons such as an inactive or disabled account, the
27 recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts will be
28

1 made to deliver the notice by email, and (ii) send Notice substantially in the form attached as
2 Exhibit C via First Class U.S. Mail.

3 (c) *Update Addresses.* Before mailing any Notice, the Settlement Administrator
4 will update the U.S. mail addresses of individuals on the Class List using the National Change of
5 Address database and other available resources deemed suitable by the Settlement Administrator.
6 The Settlement Administrator shall take all reasonable steps to obtain the correct address of any
7 Settlement Class Member for whom Notice is returned by the U.S. Postal Service as undeliverable
8 and will attempt re-mailings. Remailings will not continue past the opt out deadline.

9 (d) *Reminder Notice.* Both thirty (30) and seven (7) days before the Claims
10 Deadline, the Settlement Administrator shall again send Notice via email substantially in the form
11 attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder
12 email rather than an initial notice), along with an electronic link to the Claim Form, to all
13 Settlement Class Members for whom a valid email address is available in the Class List. Such
14 reminder notice need not be sent to those who already submitted a Claim Form or Request for
15 Exclusion.

16 (e) *Settlement Website.* No later than one (1) day before the Notice Date, Notice
17 shall be provided on a website at www.SutterAnalyticsSettlement.com which shall be
18 administered and maintained by the Settlement Administrator and shall include the ability to file
19 Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the
20 form of Exhibit D hereto. The Settlement Website shall be updated to include copies of key
21 documents, including the Court's Order Granting Preliminary Approval and, if and when
22 available, the Court's Order Granting Final Approval, the Court's Order Granting Fees and Costs,
23 and the Notice of Entry of Final Judgment.

24 4.2. The Notice shall advise the Settlement Class of their rights, including the right to
25 be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall
26 specify that any objection to the Settlement Agreement, and any papers submitted in support of
27 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before
28 the Objection Deadline approved by the Court and specified in the Notice, the Person making the

1 objection: (a) files copies of such papers he or she proposes to be submitted at the Final Approval
2 Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member
3 represented by counsel, files any objection through the Court’s electronic filing system; and
4 (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and
5 Defendant’s Counsel. The Notice will also provide that copies of orders entered by the Court and
6 the Notice of Entry of Final Judgment will be posted on and available through the Settlement
7 Website.

8 4.3. Any Settlement Class Member who intends to object to this Agreement must
9 present the objection in writing, which must be personally signed by the objector, and must
10 include: (1) the objector’s name and address; (2) an explanation of the basis upon which the
11 objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all
12 citations to legal authority and evidence supporting the objection; (4) the name and contact
13 information of any and all attorneys representing, advising, or in any way assisting the objector in
14 connection with the preparation or submission of the objection or who may profit from the pursuit
15 of the objection (the “Objecting Attorneys”); and (5) a statement indicating whether the objector
16 intends to appear at the Final Approval Hearing (either personally or through counsel who files an
17 appearance with the Court in accordance with the Local Rules).

18 4.4. If a Settlement Class Member or any of the Objecting Attorneys has objected to
19 any class action settlement where the objector or the Objecting Attorneys asked for or received
20 any payment in exchange for dismissal of the objection, or any related appeal, without any
21 modification to the settlement, then the objection must include a statement identifying each such
22 case by full case caption and amount of payment received.

23 4.5. A Settlement Class Member may request to be excluded from the Settlement Class
24 by sending a written request postmarked on or before the Exclusion Deadline approved by the
25 Court and specified in the Notice. To exercise the right to be excluded, a Person who otherwise
26 would be in the Settlement Class must timely send a written request for exclusion to the
27 Settlement Administrator as specified in the Notice, providing his/her name and address, a
28 signature, the name and number of the case, and a statement that he or she wishes to be excluded

1 from the Settlement Class for purposes of this Settlement. A request to be excluded that does not
2 include all of this information, or that is sent to an address other than that designated in the Notice,
3 or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such
4 a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class
5 Member by this Agreement, if this Agreement is approved. Any member of the Settlement Class
6 who validly elects to be excluded from this Agreement shall not: (a) be bound by any orders or the
7 Final Judgment; (b) be entitled to relief under this Settlement Agreement; (c) gain any rights by
8 virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. The request
9 for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or
10 “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or
11 received by the Exclusion Deadline specified in the Notice.

12 4.6. The Final Approval Hearing shall be no earlier than ninety (90) days after the
13 Notice described in Paragraph 4.1 is provided.

14 4.7. Any Settlement Class Member who does not file a valid Claim Form, shall not be
15 entitled to receive any payment pursuant to this Agreement, but will otherwise be bound by all of
16 the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action
17 and the Releases provided for in the Agreement, and will be barred from bringing any action
18 against any of the Released Parties concerning the Released Claims.

19 4.8. No Person shall have any claim against the Defendant, Defendant’s Counsel, and/or
20 Defendant’s insurers based on distributions of benefits to Settlement Class Members.

21 4.9. No public statements will be made about the Settlement by Class Counsel, the
22 Class Representatives, Defendant, or Defendant’s Counsel, except that if they are asked about the
23 Settlement, they will provide the following response: “Without any admission of liability or fault,
24 Sutter Health and Plaintiffs have reached an amicable settlement in the *Doe v. Sutter Health* case.
25 Further information can be found at the following website—[www.
26 SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)—and/or obtained from the Settlement Administrator.”
27
28

1 ARTICLE V

2 (Settlement Administration)

3 5.1. The Settlement Administrator shall, under the supervision of the Court, administer
4 this Settlement Agreement, including payment of taxes and processing Claim Forms in a rational,
5 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain
6 reasonably detailed records of its activities under this Agreement. The Settlement Administrator
7 shall maintain all such records as are required by applicable law in accordance with its normal
8 business practices and consistent with the terms of the Settlement Administrator's Business
9 Associate Agreement with Defendant. The Settlement Administrator shall provide reports and
10 other information to the Court as the Court may require. The Settlement Administrator shall
11 provide Class Counsel and Defendant's Counsel with information concerning Notice,
12 administration, and implementation of the Settlement Agreement, but without disclosing the Class
13 List or otherwise personally identifying any Settlement Class Member who has not otherwise
14 identified themselves. Should the Court request, the Parties shall submit a timely report to the
15 Court summarizing the work performed by the Settlement Administrator, including a report of all
16 amounts paid to Settlement Class Members on account of Approved Claims and any amounts paid
17 to the Court approved cy pres recipient(s). Without limiting the foregoing, the Settlement
18 Administrator shall:

19 (a) Receive requests to be excluded from the Settlement Class and other
20 requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the
21 Settlement Administrator receives any exclusion forms or other requests after the deadline for the
22 submission of such forms and/or requests, the Settlement Administrator shall promptly provide
23 copies thereof to Class Counsel and Defendant's Counsel; and

24 (b) Provide weekly reports to Class Counsel and Defendant's Counsel,
25 including without limitation, reports regarding the number of Claim Forms received, the number
26 approved by the Settlement Administrator, and the categorization and description of Claim Forms
27 rejected, in whole or in part, by the Settlement Administrator.

28

1 further approval from the Court, to agree to and adopt such amendments, modifications and
2 expansions of the Settlement Agreement and its implementing documents (including all exhibits to
3 this Agreement) so long as they are consistent in all material respects with the terms of the
4 Settlement Agreement and do not limit or impair the rights of the Settlement Class. Class Counsel
5 will provide a draft of their motion for Preliminary Approval of the Settlement Agreement to
6 Defendant's counsel at least four days before filing such motion and will consider Defendant's
7 comments on such motion before filing it.

8 7.2. Defendant's agreement as to certification of the Settlement Class is solely for
9 purposes of effectuating the Settlement and no other purpose. Defendant retains all of its
10 objections, arguments, and defenses with respect to class certification and any other issue, and
11 reserve all rights to contest class certification and any other issue if the Settlement set out in this
12 Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's
13 approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if
14 the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The
15 Parties acknowledge that there has been no stipulation to any classes or certification of any classes
16 for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this
17 Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on
18 appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth
19 in this Settlement Agreement otherwise fails to become effective, this agreement as to certification
20 of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any
21 other settlement-related statement may not be cited regarding certification of the Class, or in
22 support of an argument for certifying any class for any purpose related to this Action or any other
23 proceeding.

24 7.3. At the time of the submission of this Agreement to the Court as described above,
25 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing
26 and approve the settlement of the Action as set forth herein.

27 7.4. After Notice is given, the Parties shall request and seek to obtain from the Court a
28 Final Judgment, which will (among other things):

1 (a) find that the Court has personal jurisdiction over all Settlement Class
2 Members and that the Court has subject matter jurisdiction to approve the Agreement, including
3 all exhibits thereto;

4 (b) approve the Settlement Agreement and the proposed settlement as fair,
5 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
6 the Parties and their counsel to implement and consummate the Agreement according to its terms
7 and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive
8 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of
9 Plaintiffs and Releasing Parties;

10 (c) find that the Notice Plan implemented pursuant to the Agreement:
11 (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is
12 reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of
13 the Action, their right to object to or exclude themselves from the proposed Agreement, and to
14 appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and
15 sufficient notice to all persons entitled to receive notice; (iv) meets all applicable requirements of
16 the laws of California, the Due Process Clauses of the United States and California Constitutions,
17 and the rules of the Court; and (v) that Notice of Entry of the Court's Order Granting Final
18 Approval, Order Awarding Fees and Costs, and/or Final Judgment via the Settlement Website is
19 reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive
20 notice thereof and begins the accrual of the respective time period for any appeal, notice of appeal,
21 motion to vacate, notice of intention to move to vacate, or other motion or other filing;

22 (d) find that the Class Representatives and Class Counsel adequately represent
23 the Settlement Class for purposes of entering into and implementing the Agreement;

24 (e) dismiss the Action (including all individual claims and Settlement Class
25 Claims presented thereby) on the merits and with prejudice, without fees or costs to any party
26 except as provided in the Settlement Agreement;

27 (f) incorporate the Release set forth above, make the Release effective as of the
28 date of the Effective Date, and forever discharge the Released Parties as set forth herein;

1 (g) permanently bar all Settlement Class Members who have not been properly
2 excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening
3 in, or participating (as class members or otherwise) in, any lawsuit or other action in any
4 jurisdiction based on the Released Claims;

5 (h) without affecting the finality of the Final Judgment for purposes of appeal,
6 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and
7 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
8 purpose; and

9 (i) incorporate any other provisions, as the Court deems necessary and just.

10 ARTICLE VIII

11 (Class Counsel Attorneys' Fees Award and Reimbursement of Expenses; Incentive Awards)

12 8.1. Class Counsel will move the Court for a Fee Award. Defendant agrees to not object
13 to or otherwise challenge, directly or indirectly, the amount sought in Class Counsel's motion for
14 reasonable attorneys' fees if the amount does not exceed \$7,095,000 (33% of the total monetary
15 settlement), though Defendant reserves the right to file a response limited to addressing any
16 assertions about its alleged conduct addressed in the Action. Class Counsel, in turn, agrees to seek
17 no more than the amount set forth in this Paragraph from the Court in attorneys' fees. Class
18 Counsel will also move for reimbursement of costs and expenses. The motion for fees and costs
19 will be filed sixty (60) days after entry of the Preliminary Approval Order. Class Counsel will
20 provide a draft of their motion for a Fee Award to Defendant's counsel at least four days before
21 filing such motion and will consider Defendant's comments on such motion before filing it.

22 8.2. The Fee Award shall be payable within ten (10) days after receipt of the balance of
23 the Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No
24 Cents (\$21,250,000.00), by the Settlement Administrator as set forth in Section 2.1, provided all
25 payment routing information and tax I.D. numbers for Class Counsel have been provided.
26 Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to
27 Class Counsel in accordance with the instructions to be provided by Class Counsel, after
28 completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

1 10.2. The Parties intend this Settlement Agreement to be a final and complete resolution
2 of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement
3 Class and each or any of them, on the one hand, against the Released Parties, and each or any of
4 the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum
5 that the Action was brought by Plaintiffs or defended by Defendants, or each or any of them, in
6 bad faith or without a reasonable basis.

7 10.3. The Parties have relied upon the advice and representation of counsel, selected by
8 them, concerning their respective legal liability for the claims hereby released. The Parties have
9 read and understand fully the above and foregoing agreement and have been fully advised as to the
10 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11 10.4. Whether or not the Effective Date occurs, or the Settlement Agreement is
12 terminated, neither this Agreement nor the Settlement contained herein, nor any act performed, or
13 document executed pursuant to or in furtherance of this Agreement or the settlement:

14 (a) is, may be deemed, or shall be used, offered or received against the
15 Released Parties, or each or any of them, as an admission, concession or evidence of, the validity
16 of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense
17 that has been or could have been asserted in the Action, the violation of any law or statute, the
18 reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability,
19 negligence, or fault of the Released Parties, or any of them;

20 (b) is, may be deemed, or shall be used, offered or received against Defendants,
21 as an admission, concession or evidence of any fault, misrepresentation or omission with respect
22 to any statement or written document approved or made by the Released Parties, or any of them;

23 (c) is, may be deemed, or shall be used, offered or received against the
24 Released Parties, or each or any of them, as an admission or concession with respect to any
25 liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or
26 administrative proceeding in any court, administrative agency or other tribunal. However, the
27 Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of
28 or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be

1 necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is
2 approved by the Court, any Party or any of the Released Parties may file this Agreement and/or
3 the Final Judgment in any action that may be brought against such Party or Parties in order to
4 support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,
5 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim;

7 (d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement
8 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
9 of them, as an admission or concession that the consideration to be given hereunder represents an
10 amount equal to, less than or greater than that amount that could have or would have been
11 recovered after trial; and

12 (e) is, may be deemed, or shall be construed as or received in evidence as an
13 admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and
14 any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims
15 are with or without merit or that damages recoverable in the Action would have exceeded or
16 would have been less than any particular amount.

17 10.5. The headings used herein are used for the purpose of convenience only and are not
18 meant to have legal effect.

19 10.6. The waiver by one Party of any breach of this Agreement by any other Party shall
20 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

21 10.7. All of the Exhibits to this Agreement are material and integral parts thereof and are
22 fully incorporated herein by this reference.

23 10.8. This Agreement and its Exhibits set forth the entire agreement and understanding
24 of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
25 agreements, arrangements and undertakings with respect to the matters set forth herein. No
26 representations, warranties or inducements have been made to any Party concerning this
27 Settlement Agreement or its Exhibits other than the representations, warranties and covenants
28 contained and memorialized in such documents. This Agreement may be amended or modified

1 only by a written instrument signed by or on behalf of all Parties or their respective successors- in-
2 interest.

3 10.9. Except as otherwise provided herein, each Party shall bear its own costs and
4 attorney's fees.

5 10.10. Plaintiffs represent and warrant that they have not assigned any claim or right or
6 interest therein as against the Released Parties to any other Person or Party and that they are fully
7 entitled to release the same.

8 10.11. Each counsel or other Person executing this Settlement Agreement, any of its
9 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
10 represents that such Person has the full authority to do so and has the authority to take appropriate
11 action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class
12 Counsel in particular warrants that they are authorized to execute this Settlement Agreement as to
13 form on behalf of Doe I and II and the Settlement Class (subject to final approval by the Court
14 after notice to all Settlement Class Members), and that all actions necessary for the execution of
15 this Settlement Agreement have been taken.

16 10.12. This Agreement may be executed in one or more counterparts. Signature by digital
17 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
18 executed counterparts and each of them shall be deemed to be one and the same instrument. A
19 complete set of original executed counterparts shall be filed with the Court if the Court so
20 requests.

21 10.13. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
22 successors and assigns of the Parties hereto and the Released Parties.

23 10.14. The Court shall retain jurisdiction with respect to implementation and enforcement
24 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
25 purposes of implementing and enforcing the Settlement embodied in this Agreement.

26 10.15. This Settlement Agreement shall be governed by and construed in accordance with
27 the laws of the State of California.

28

1 AGREED TO BY THE PARTIES:

2 DATED: 10/01/2025

JANE DOE I

3 *Jane Doe I*

4 Jane Doe I, individually and as representative of
5 the Class

6 DATED: _____

JANE DOE II

7
8 _____
9 Jane Doe II, individually and as representative of
10 the Class

11 DATED: _____

SUTTER HEALTH

12 By: _____
13 Jonathan Ma, Chief Financial Officer

14
15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____

KIESEL LAW LLP

17
18 By: _____
19 Jeffrey A. Koncius
Attorneys for Plaintiffs

20 DATED: _____

SIMMONS HANLY CONROY LLP

21
22 By: _____
23 Jay Barnes
Attorneys for Plaintiffs

24 DATED: _____

BARTKO PAVIA LLP

25
26 By: _____
27 Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: 09/30/2025 JANE DOE II

7

8

Jane Doe II

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22

By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24 DATED: _____ BARTKO PAVIA LLP

25

26

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: 10/1/2025 SUTTER HEALTH

11

12

By: ^{Signed by:}


Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22


By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24 DATED: October 1, 2025 BARTKO PAVIA LLP

25

26

By: 

Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

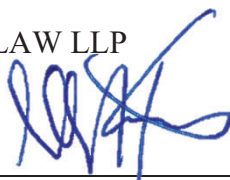
13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: 10/1/2025 KIESEL LAW LLP

17

By: 

Jeffrey A. Koncius
Attorneys for Plaintiffs

18

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22

By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24 DATED: _____ BARTKO PAVIA LLP

25

26

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: 10/01/2025 SIMMONS HANLY CONROY LLP

21

By: *Jay Barnes*

Jay Barnes
Attorneys for Plaintiffs

22

23

24 DATED: _____ BARTKO PAVIA LLP

25

26

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

EXHIBIT “2”

Doe I and Doe II v. Sutter Health , Case No. 34-2019-00258072-CU-BT-GDS

Time Summary Report

Firm Name: Kiesel Law LLP

Reporting Period: Case Inception through Nov. 11, 2025

STATUS:

(P) Partner

(A) Associate

(LC) Law Clerk

Name	Status	Total Hours	Hourly Rate	Amount
Barlow, Erin	A	0.60	\$ 395.00	\$ 237.00
Davtyan, Marine	A	29.60	\$ 395.00	\$ 11,692.00
Freeman, Lisa	A	30.20	\$ 395.00	\$ 11,929.00
Friedman, Elle	LC	50.20	\$ 160.00	\$ 8,032.00
Fry, Kaitlyn	A	169.10	\$ 395.00	\$ 66,794.50
Ghorbani, Mahnam	A	566.00	\$ 395.00	\$ 223,570.00
Gumm, Taylor	LC	80.50	\$ 160.00	\$ 12,880.00
Hochmuth, Dustin	LC	2.00	\$ 160.00	\$ 320.00
Jones, Nicole Ramirez	P	1915.60	\$ 800.00	\$ 1,532,480.00
Kiesel, Paul	P	4.00	\$ 1,280.00	\$ 5,120.00
Koncius, Jeffrey	P	951.20	\$ 1,195.00	\$ 1,136,684.00
McConnell, Mariana	P	0.30	\$ 1,000.00	\$ 300.00
Nashalian, Shant	A	4.10	\$ 395.00	\$ 1,619.50
Rahbar, Sophie	LC	21.00	\$ 160.00	\$ 3,360.00
Sahakian, Nathalie	A	9.30	\$ 395.00	\$ 3,673.50
Taft, Stephanie	A	4.40	\$ 550.00	\$ 2,420.00
Zipser, Kevin	A	74.70	\$ 395.00	\$ 29,506.50
TOTAL		3912.8		\$ 3,050,618.00

Time Summary Report

Firm Name: Kiesel Law LLP

Reporting Period: Case Inception through Nov. 11, 2025

STATUS:

- (P) Partner
- (A) Associate
- (LC) Law Clerk

Name	L110 Fact Investigation/Development	L120 Analysis/Strategy	L130 Experts/Consultants	L140 Document/File Management	L150 Budgeting	L160 Settlement/Non-Binding ADR	L190 Other Case Assessment, Development and Administration
Barlow, Erin (A)							0.1
Davtyan, Marine (A)		3.7		1.2			
Freeman, Lisa (A)						12.6	
Friedman, Elle (LC)		17.7	1.6				
Fry, Kaitlyn (A)		0.6	4.4			36.9	0.4
Ghorbani, Mahnam (A)		15.7	44.9	5.3	1.5		0.1
Gumm, Taylor (LC)	4.8	37.7	3.2				1.7
Hochmuth, Dustin (LC)							
Jones, Nicole Ramirez (P)	0.8	51.5	11.6	6.1	1.7	106.2	3.4
Kiesel, Paul (P)						0.7	
Koncious, Jeffrey (P)	2.0	67.4	45.3	3.5	3.8	63.5	5.9
McConnell, Mariana (P)							
Nashalian, Shant (A)				1.1			
Rahbar, Sophie (LC)							
Sahakian, Nathalie (A)							
Taft, Stephanie (A)	0.2	0.6					
Zipser, Kevin (A)		2.0				0.2	
TOTAL	7.8	196.9	111.0	17.2	7.0	220.1	11.6

Time Summary Report

Firm Name: Kiesel Law LLP

Reporting Period: Case Inception through Nov. 11, 2025

STATUS:

(P) Partner

(A) Associate

(LC) Law Clerk

Name	L210 Pleadings	L220 Preliminary Injunctions/Provisional Remedies	L230 Court Mandated Conferences	L240 Dispositive Motions	L250 Other Written Motions and Submissions	L260 Class Action Certification and Notice
Barlow, Erin (A)						0.5
Davtyan, Marine (A)						
Freeman, Lisa (A)			0.1			17.5
Friedman, Elle (LC)	14.9	8.5	1.3			
Fry, Kaitlyn (A)	5.5		9.1		3.1	89.0
Ghorbani, Mahnam (A)	17.7		5.2		5.0	102.5
Gumm, Taylor (LC)	8.9	13.6				
Hochmuth, Dustin (LC)						2.0
Jones, Nicole Ramirez (P)	490.3	135.5	97.0	16.4	123.3	241.7
Kiesel, Paul (P)		2.9				0.2
Koncius, Jeffrey (P)	198.7	91.4	28.8	13.0	47.0	185.6
McConnell, Mariana (P)						
Nashalian, Shant (A)						
Rahbar, Sophie (LC)						21.0
Sahakian, Nathalie (A)		9.3				
Taft, Stephanie (A)	2.0	1.5				0.1
Zipser, Kevin (A)	52.7		1.5	1.0	1.3	0.2
TOTAL	790.7	262.7	143.0	30.4	179.7	660.3

Doe I and Doe II v. Sutter Health, Case No. 34-2019-00258072-CU-BT-GDS

Time Summary Report

Firm Name: Kiesel Law LLP

Reporting Period: Case Inception through Nov. 11, 2025

STATUS:

(P) Partner

(A) Associate

(LC) Law Clerk

Name	L310 Written Discovery	L320 Document Production	L330 Depositions	L340 Expert Discovery	L350 Discovery Motions
Barlow, Erin (A)					
Davtyan, Marine (A)	24.70				
Freeman, Lisa (A)					
Friedman, Elle (LC)			6.20		
Fry, Kaitlyn (A)			13.50	5.30	1.30
Ghorbani, Mahnam (A)	85.40	86.70	147.40	5.60	43.00
Gumm, Taylor (LC)	7.50	3.10			
Hochmuth, Dustin (LC)					
Jones, Nicole Ramirez (P)	160.90	128.70	228.80	1.90	109.80
Kiesel, Paul (P)	0.20				
Koncius, Jeffrey (P)	31.90	17.60	111.40	4.40	30.00
McConnell, Mariana (P)	0.30				
Nashalian, Shant (A)	0.20		2.80		
Rahbar, Sophie (LC)					
Sahakian, Nathalie (A)					
Taft, Stephanie (A)					
Zipser, Kevin (A)	12.30	3.50			
TOTAL	323.40	239.60	510.10	17.20	184.10

EXHIBIT “3”

EXHIBIT 3

Jane Doe I and Jane Doe II v. Sutter Health,
Case No. 34-2019-00258072-CU-BT-GDS

EXPENSE REPORT

CATEGORY:	AMOUNT:
Court Reporters/Transcripts	\$20,784.86
Delivery Service/Messengers/Postage	\$11,024.62
Expert Fees	\$17,226.75
Filing Fees	\$8,492.45
Litigation Support Vendors (CourtCall, ILS)	\$12,100.59
Mediation	\$21,475.00
Photocopies	\$429.72
Research	\$9.00
Travel/Parking	\$5,441.35
TOTAL EXPENSES	\$96,984.34

EXHIBIT “4”

KIESEL LAW LLP

8648 Wilshire Boulevard
Beverly Hills, California 90211

Telephone: (310) 854-4444
E-mail: info@kiesel.law
Facsimile: (310) 854-0812

www.kiesel.law

Kiesel Law LLP is one of the most accomplished consumer law firms in the United States. KL successfully represents classes or groups of persons, individuals, businesses, and public and private entities in courts nationwide in the areas of personal injury, mass torts, pharmaceutical and medical device litigation, privacy, construction and product defects, toxic exposure, consumer protection, professional malpractice, financial fraud, insurance bad faith, and human rights. We possess the sophisticated skills and financial resources necessary to litigate and resolve large, complex cases on our clients' behalf.

KL and its predecessor firms have a long history of extensive litigation in complex matters. KL has litigated and resolved some of the most important civil cases in the nation. Our attorneys possess a diverse range of professional skills and come from a wide variety of backgrounds.

A. CASE PROFILES

1. Mass Torts

Southern California Gas Leak Cases, California JCCP No. 4861 (Los Angeles Superior Court): The Porter Ranch gas leak was widely reported as the single worst natural gas leak in U.S. history. The Court appointed KL as Liaison Counsel for the private plaintiffs, which included the business class action complaints filed by local businesses for economic losses, individual class action complaints, and more than 38,000 individual plaintiffs' claims. The matter settled for approximately \$1.8 billion.

Clergy Cases I, II, & III, California JCCP Nos. 4286, 4297, and 4359. In 2002, the state of California passed a law that opened a one-year window of time to file civil suits based on claims of sexual abuse of a minor that would otherwise have been time-barred as of January 1, 2003. That year, in the wake of the very public Clergy sexual abuse scandal involving Boston's Archdiocese, many hundreds of survivors came forward to file civil suits based on these revived claims. These survivors alleged that the Church was liable for the molestations because, among other things, it (1) knew or had reason to know that the priests were molesting minors, and yet failed to supervise the priests to ensure that the priests would not molest again; (2) concealed facts relating to the priests' molestations; and (3) harbored, aided, and concealed the priests to avoid arrest and prosecution.

KL led the fight for justice and accountability in California against numerous corrupt Church entities on behalf of hundreds of these survivors, and was appointed Liaison Counsel on behalf of hundreds more who filed revived claims against the Dioceses of Orange, Los Angeles, San Diego, and Fresno.

Diocese of Orange

Ninety survivors of Clergy sexual abuse filed lawsuits against the Roman Catholic Diocese of Orange. In December 2004, after nearly two years of intense negotiations, the firm helped to successfully settle all claims against the Roman Catholic Diocese of Orange (“Diocese of Orange”) for \$100 million. One of the key terms of the settlement was a promise that the secret files of the Diocese of Orange would be made public.

Archdiocese of Los Angeles

Five-hundred and eight survivors of clergy sexual abuse filed lawsuits against the Roman Catholic Archbishop of Los Angeles (“Archdiocese of Los Angeles”). KL was appointed Liaison Counsel on behalf of these individuals, all of whom were sexually abused as minors, and many of whom were abused by priests who were incardinated.

Over the course of five years and as a result of hard-fought discovery battles, the mountain of damning evidence in support of the plaintiffs’ claims continued to grow. For example, many of the accused priests had multiple victims because they were moved by their superiors from one parish to another as accusations arose. The documents from priest-perpetrator files revealed that the Church had failed time and again to protect its most innocent and vulnerable parishioners from harm.

In July 2007, on the very eve of the first of more than a dozen scheduled trials, KL reached an agreement with the Roman Catholic Archbishop of Los Angeles (“Archdiocese of Los Angeles”) to settle all cases against it for \$660 million. KL is well-regarded for having successfully negotiated this, the largest settlement with any diocese in the United States. More importantly, KL never faltered in keeping its promise to ensure that the Archdiocese of Los Angeles kept one of the key terms of the settlement: that it make certain of its confidential files public to shed light on exactly what Church officials knew about the abuse accusations, and when they had learned about them.

Archdiocese of San Diego

One-hundred and forty-four survivors were sexually abused by Clergy members in the Roman Catholic Diocese of San Diego under lax supervision by the Church. In September 2007, the Diocese agreed to pay nearly \$200 million to these 144 survivors. This is the second-largest settlement by a Roman Catholic diocese nationwide since claims of sexual abuse by clergy members came to light in 2002.

In re Ford Motor Co. DPS6 Powershift Transmission Prods. Liab. Litig., MDL No. 2814 (C.D. Cal.): KL was appointed by the Court as Lead/Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the “DPS6 transmission.” This matter is currently pending before the Honorable Andre Birotte Jr. in the United States District Court, Central District of California. At the outset, there were more than 1,000 cases within this MDL.

In re Ford Motor Warranty Cases, California JCCP No. 4856 (Los Angeles Superior Court): KL was appointed by the Court as Liaison Counsel for plaintiffs who allege Ford breached warranties with respect to cars equipped with the DPS6 transmission. This “Southern California” JCCP covered the California counties of Los Angeles, Orange, Imperial, Kern, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura. There were more than 100 cases pending within this JCCP.

Chatsworth Metrolink Collision Cases, Lead Case No. PC043703 (Los Angeles Superior Court). In the afternoon on Friday, September 12, 2008, Metrolink Train 111 collided head-on with a Union Pacific freight train in the Chatsworth district of Los Angeles, resulting in twenty-four passenger deaths and numerous passenger injuries, many of them serious and permanent. The family members of deceased passengers and most of the injured passengers filed suit against Metrolink and other defendants to recover through the California judicial system. KL represented passengers and family members in eleven of the cases, and in 2008, Paul Kiesel was selected and appointed Plaintiffs’ Liaison Counsel in the coordinated proceedings. Working closely with other members of the Plaintiffs’ Steering Committee and with counsel for the defendants, Mr. Kiesel successfully negotiated the recovery of \$200 million for the plaintiffs, the maximum amount that the defendants could be required to pay under federal law.

Federal Express Vehicle Collision Cases, California JCCP No. 4788 (Los Angeles Superior Court). Interim Lead and Liaison Counsel for Plaintiffs. On Thursday, April 10, 2014, a Federal Express truck driver towing two 28 foot-long freight trailers began to make a lane change from the southbound Interstate-5, number two lane, into the number one southbound lane. However, the tractor and trailers did not stop and, instead, crossed over the rumble strip on the eastern edge of the southbound lanes, veered into and crashed through and across a 58’ center median, crossed over the rumble strip on the western edge of the northbound lanes, entered into the northbound number one lane of I-5 where it struck a Nissan Altima automobile, continued into the number two northbound lane and, four seconds after beginning his original lane change, struck a northbound 2014 Setra bus. The impact was so massive that it forced the tractor trailer and the bus onto the shoulder where they caught fire and burned in an uncontrolled conflagration.

2. Privacy

In re: Pellicano Cases, Lead Case No. BC316318 (Los Angeles Superior Court). Once a high-profile private investigator, Anthony Pellicano is currently serving a lengthy

sentence in federal prison for unlawful wiretapping and racketeering. In 2008, KL was appointed Co-Lead Class Counsel in this putative class action case arising from Mr. Pellicano's wiretapping in violation of California Penal Code Sections 630, *et seq.*

Nader v. Capital One Bank (U.S.A.), N.A., Case No. 12-CV-01265-DSF (C.D. Cal.); ***Stone v. Howard Johnson International, Inc.***, Case No. 12-CV-1684-PSG (C.D. Cal.); ***Greenberg v. E-Trade Financial Corporation***, Case No. BC360152 (Los Angeles Superior Court); ***Mount v. Wells Fargo Home Mortgage, Inc.***, Case No. BC395959 (Los Angeles Superior Court); ***Raymond v. Carsdirect.com***, Case No. BC256282 (Los Angeles Superior Court). Businesses must provide the familiar admonition that telephone calls with consumers “may be recorded for quality assurance and training purposes” in order to comply with California law, which requires the consent of all parties to a telephone conversation before it may be recorded. Failure to comply with this requirement constitutes a serious personal privacy violation for which consumers may recover monetary damages. In these cases, KL represented classes of California individuals, in both federal and state court, whose calls were recorded without their knowledge or permission.

3. **Medical Privacy**

Jane Doe v. Virginia Mason Medical Center, et al., Case No. 19-2-26674-1 SEA (State of Washington, King Superior Court): KL appointed to serve as Class Counsel in class action alleging Defendant health care provider bugged its web-properties to redirect their patients' identities and confidential communications to third parties without consent. On September 27, 2021, the Court granted Plaintiffs' motion for class certification. The matter has since settled and a Motion for Preliminary Approval granted.

John Doe v. Partners Healthcare System, Inc., et al., (Suffolk Superior Court, Mass.): KL served as Class Counsel in privacy action alleging Defendant medical providers did not obtain sufficient consent when placing third-party analytics tools, cookies, and pixels on their websites. Plaintiffs further alleged that the code caused browsers to disclose information about their internet use to third parties through these analytics tools, cookies, pixels, and related technologies. Settlement of \$18.4 million approved.

Jane Doe I v. Sutter Health, Case No. 34-2019-00258072-CU-BT-GDS (Sacramento Superior Court): KL served as Class Counsel in privacy class action on behalf of more than 1.6 million consumers alleging that confidential information was disclosed to third-parties without consent as a result of how defendant's website was configured. Settlement of \$21.5 million is awaiting preliminary approval.

In re Meta Pixel Healthcare Litig., United States District Court, Case No. 3:22-cv-03580-WHO (N.D. Cal.): KL appointed to Executive Committee in proposed class action filed on behalf of all patients whose information was allegedly intercepted and transmitted to Meta without their consent when those patients were engaged in what

they thought were secure communications with their medical providers. Expert research showed that at least 664 hospital systems or medical provider web properties sent such HIPAA-protected data to Meta via the Facebook Pixel which is an invisible piece of code that was placed on the medical websites.

John Doe I, et al. v. Google, LLC, United States District Court, Case No. 3:23-cv-02431-VC (N.D. Cal.): KL serves as counsel for Plaintiffs and the proposed Class in class action lawsuit against Google LLC for its unauthorized and unlawful tracking, collection, and monetization of Americans' private health information.

4. **Construction Defect**

In Re: Galvanized Steel Pipe Litigation, Case No. BC174649 (Los Angeles Superior Court). As Class Counsel, KL prosecuted and settled claims made on behalf of thousands of named plaintiff and class member homeowners against the developer defendants and cross-defendants for defective plumbing in this complex suit involving nineteen separate individual and class action product liability cases. The actions resolved for more than \$41 million.

Silver v. Del Webb, Nevada Case No. A437325. Paul Kiesel and Bill Larson were appointed Lead Counsel in this certified class construction defect suit to recover for the installation of faulty plumbing systems in approximately 3,000 new homes in Las Vegas. KL negotiated a resolution of the case for \$21 million on the day before trial was to begin. At the time, this was the largest construction defect case in Nevada history.

5. **Economic Injury Product Defects**

In Re: Avandia Marketing, Sales Practices and Product Liability Litigation, MDL No. 1871 (E.D. Pa.). The Plaintiffs' Steering Committee for this multi-district litigation selected Paul Kiesel to serve as Lead Counsel for the Plaintiffs' Steering Committee in March 2011. This national litigation involved numerous federal lawsuits brought against defendant GlaxoSmithKline PLC, manufacturer of the onetime "blockbuster" type 2 diabetes drug Avandia.

In re: Rio Hair Naturalizer Products Liability Litigation, MDL 1055 (E.D. MI). In 1995, Paul Kiesel was appointed Co-Lead Counsel in multi-district litigation arising from a defective hair straightening product that injured over 50,000 plaintiffs. The matter resolved successfully as a limited fund, non-opt-out class action.

In re: Packard Bell Consumer Certified Class Action Litigation, Case No. BC125671 (Los Angeles Superior Court). In 1995, Paul Kiesel was a member of the Plaintiffs' Steering Committee in this consumer class action involving product defect claims, which resolved successfully.

Mikhail v. Toshiba America Inc., Case No. BC278163 (Los Angeles Superior Court); ***Kan v. Toshiba, Inc.***, Case No. BC327273 (Los Angeles Superior Court). KL was appointed Lead Counsel in these class actions brought to recover for the distribution of faulty computers. The cases resolved with class members eligible to receive up to \$36 million (*Kan*) and \$50 million (*Mikhail*).

Anderson v. Toshiba America, Case No. BC299977 (Los Angeles Superior Court). In 2003, KL was counsel for the plaintiffs in a class action alleging product defects, which resolved successfully.

6. Personal Injury Product Defects

JUUL Labs Product Cases, California JCCP No. 5052, Lead Case No. 19STCV22935 (Los Angeles Superior Court). KL appointed Co-Lead Plaintiffs' Counsel for the private plaintiffs in the JUUL JCCP where there were thousands of cases pending. The JUUL JCCP working together with leadership in the JUUL MDL was able to resolve these cases. While the JCCP and MDL personal injury cases settled for an undisclosed amount, the MDL class action resolved for \$300 million.

Echeverria v. Johnson & Johnson, Case No. BC628228 (Los Angeles Superior Court). Working closely with a number of other highly regarded Plaintiffs' law firms, KL obtained a record-setting jury award of \$417 million dollars against Johnson & Johnson and its subsidiary for the companies' failure to warn of the elevated risk of ovarian cancer associated with its Baby Powder and Shower to Shower talcum powder products. The award is the highest ever obtained against Johnson & Johnson in connection with their talc-based products, and included a punitive damage award of \$347 million. Defendants' post-trial motions were granted, which rulings were then partially reversed on appeal and remanded for further proceedings.

Hilario Cruz v. Nissan North America, Case No. BC493949 (Los Angeles Superior Court). On August 29, 2012, an Infiniti QX56 driven by Solomon Methenge collided with a mini-van, killing the driver and her two young children. Although Methenge maintained that the accident was caused by a sudden failure of the van's brakes, Methenge was charged with vehicular manslaughter. Unbeknownst to him, the Infiniti suffered from a systemic brake defect which had served as the basis for a class action lawsuit against Nissan. After prosecutors learned of the vehicle's defect, the criminal charges against him were dropped. Methenge and the Cruz family then sued Nissan for their respective injuries and losses as co-Plaintiffs. The case was tried to a Los Angeles jury in July 2017, which returned a verdict of over \$24 million collectively to Methenge and the Cruz family. Courtroom View Network selected it as the #3 most impressive Plaintiff Verdict of 2017.

Wright Hip System Cases, California JCCP No. 4710 (Los Angeles Superior Court). In November 2012, KL was appointed Liaison Counsel in this coordinated proceeding involving injuries arising out of the defective design of metal-on-metal hip implants.

In Re: Wright Medical Technology, Inc., Conserve Hip Implant Products Liability Litigation, MDL No. 2329 (N.D. Ga.): KL appointed Co-Lead Counsel in MDL arising out of injuries sustained as a result of defective metal-on-metal hip devices. KL was then part of bellwether trial team that obtained an \$11 million verdict in Atlanta, GA, in November 2015, including \$10 million in punitive damages.

Yaz, Yasmin and Ocella Contraceptive Cases, California JCCP No. 4608. KL was appointed Co-Liaison Counsel in this litigation arising out of injuries and deaths that occurred following the ingestion of oral contraceptives.

In Re: Toyota Motor Corp. Hybrid Brake Marketing, Sales Practices, and Products, MDL No. 2172. KL was appointed Liaison Counsel in this case involving defective automotive brakes.

Serrano v. City of Los Angeles, Case No. BC144230 (Los Angeles Superior Court). Paul Kiesel was appointed Lead Counsel in this multi-fatality product liability litigation which led to an \$8.2 million settlement.

In Re: Diet Drug Litigation, California JCCP No. 4032. In 2003, KL served as the Plaintiffs' Lead Counsel in this action involving claims arising out of use of the diet drug Phen-Fen, which settled confidentially.

Algario et al. v. Eli Lilly and Company et al., Lead Case No. BC347855 (Los Angeles Superior Court). In 2006, KL was appointed Lead Counsel in this class action to recover for injuries resulting from ingestion of the medication Zyprexa. The case settled favorably.

In Re: Vioxx Cases, California JCCP No. 4247. In 2007, KL served on the Plaintiffs' Executive Committee which involved claims arising out of the use of the drug Vioxx.

7. **Unfair Employment Practices**

In Re: The Securitas Security Services, California JCCP 4460. KL represented the plaintiffs in this class action to recover for violations of California labor laws, which resolved successfully.

8. **Toxic Exposure**

In Re: Unocal Refinery Litigation, Case No. C94-0414. Paul Kiesel served as a member of the Direct Action Steering Committee and as Chair of the Allocation Committee in this case involving the toxic contamination of several communities. Mr. Kiesel developed a methodology and plan of allocation for an \$80 million settlement on behalf of approximately 1,500 plaintiffs.

Zachary, et al. v. Arco, et al., Case No. BC 209944 (Los Angeles Superior Court). Paul Kiesel was appointed Lead Counsel in this mass toxic tort case resulting from a ruptured oil pipeline. The case resolved successfully.

Tosco Refinery Fire, Lead Case No. NC028924 (Los Angeles Superior Court). KL was appointed Lead Counsel in the Tosco Refinery Fire mass toxic tort litigation, in which thousands of people were affected as a result of an explosion and blaze at the Tosco refinery facility in Wilmington, California. The toxic plume caused by this massive fire affected over three thousand people. The matter settled with all defendants on July 1, 2005.

9. Consumer Protection

Salas v. Toyota Motor Sales, USA, Inc., et al., United States District Court, Case No. 2:15-cv-08629-FMO-E (C.D. Cal.): KL was appointed Trial Counsel for a certified class of more than 260,000 Toyota Camry owners relating to a moldy odor emanating from the air conditioning system. The matter settled days before trial and final approval granted resulting in reimbursements to consumers for out of pocket payments to address the defect.

Victorino v. FCA US LLC, United States District Court, Case No. 3:16-cv-01617-GPC-JLB (S.D. Cal.): KL was appointed Trial Counsel for a certified class of approximately 2,000 manual transmission Dodge Dart owners relating to defective clutches. The matter was settled shortly before trial and final approval granted.

The Rick Nelson Co., LLC v. Sony Music Entm't, United States District Court, Case No. 1:18-cv-08791-LLS (S.D.N.Y.): KL appointed class counsel for artists who alleged that Sony improperly reduced and failed to adequately pay foreign streaming royalties for use of their artistic works. Class settlement of more than \$12 million in cash and an increase of royalty rates for future foreign streaming approved.

Sherman Grove Apartments, LLC v. WASH Multifamily Laundry Systems, LLC, Case No. 18STCV00129 (Los Angeles Superior Court): Litigated breach of contract case on behalf of about 40,000 landlords against commercial laundry service. KL was appointed class counsel and final approval granted to settlement of \$18 million returned to class members which represented approximately 87% of the money allegedly owed.

Colin Higgins Prods., Ltd. v. Universal City Studios, LLC, Case No. BC499180 (Los Angeles Superior Court), **Colin Higgins Prods., Ltd. v. Paramount Pictures Corp.**, Case No. BC499179 (Los Angeles Superior Court), **Martindale, et al. v. Sony Pictures Entm't, Inc.**, Case No. BC499182 (Los Angeles Superior Court) and **Stanley Donen Films, Inc. v. Twentieth Century Fox Film Corp.**, Case No. BC499181 (Los Angeles Superior Court): The firm was appointed class counsel in connection with class settlements totaling more than \$50 million as to how the movie studios calculated profit participation

relating to revenue derived from the sale of home video and electronic sell-through of certain motion pictures.

Pilkington v. U.S. Search.com, Case No. BC234858 (Los Angeles Superior Court). In 2000, Paul Kiesel was appointed Lead Counsel in this matter involving a technically flawed online search facility which purported to provide adoptees and their biological parents with information about one another upon demand.

Black v. Blue Cross of America, Case No. BC250339 (Los Angeles Superior Court). KL was co-counsel in this class action against the largest health care service plan in California for improper mid-year contract modifications. KL prosecuted and settled claims made on behalf of the named plaintiff and class members. Following a finding of liability against the insurer for breach of contract and breach of the covenant of good faith and fair dealing, KL successfully reached agreement to settle all claims for \$25 million. The terms of the settlement called for a reimbursement of 100 percent of the actual damages to nearly 66,000 overpaying subscribers.

Draucker Development and True Communication, Inc. v. Yahoo!, Inc., Case No. CV06-2737 JFW (Rcx) (C.D. Cal.). KL was a member of the Plaintiffs' Steering Committee in this matter in which advertisers sought to recover from an online search engine for breach of contract and unfair business practices.

In re Carrier IQ, Inc. Consumer Privacy Litigation, Case No. 3:12-md-2330 EMC (N.D. Cal.). KL was a member of the Plaintiffs' Executive Committee in this class action involving alleged interception and manipulation of consumers' personal communications on smart phones.

In re Facebook Internet Tracking Litigation, Case No. 5:12-md-02314 (N.D. Cal.). KL appointed to Plaintiffs Steering Committee in class action alleging interception of Facebook users' internet communications and activity after logging out of Facebook. The matter was settled and final approval granted for settlement providing for \$90 million and deletion of the data.

Skeen v. BMW, United States District Court, Case No. 2:13-cv-1531-WHW-CLW (Dist. N.J.). Nationwide class action alleging defective timing chain tensioner in certain turbo model MINI Cooper automobiles which resulted in engine damage. Class settlement approved which provided for refunds to consumers, free repairs and an extended warranty.

In re: Warner Music Group Corp. Digital Downloads Litig., Case No. 3:12-cv-00559-RS (N.D. Cal.). Appointed interim co-lead class counsel on a contested motion and litigated class case against major record label relating to the manner in which the label paid royalties to artists for digital downloads. Final approval granted of class settlement of more than \$11 million.

10. Antitrust

In re: Wholesale Electricity Antitrust Cases I & II, California JCCP Nos. 4204-00005 and 4204-00006. In 2000, Paul Kiesel was a member of the Plaintiffs' Steering Committee in this litigation which the plaintiffs sought to recover damages from energy traders for unfair business practices.

11. Financial Misconduct

Kevin Risto v. SAG-AFTRA, et al., United States District Court, Case No. 2:18-cv-07241-CAS (C.D. Cal.). KL was appointed co-lead class counsel in certified class action for breach of fiduciary duties, and related claims, alleging Trustees of statutory royalties fund had unlawfully taken money owed to backup vocalists and musicians. Class settlement, reached days before trial, valued at over \$11 million in combined economic and injunctive relief, received final court approval.

In re: Transient Occupancy Tax Cases, California JCCP No. 4472. In 2004, KL acted as Co-Lead Counsel representing the City of Los Angeles in a class action on behalf of all cities in the state of California to recover unremitted occupancy taxes from certain online travel companies.

American Medical Association, et al. v. Wellpoint, Inc., MDL 09-2074 (C.D. Cal.). In 2009, KL was appointed Co-Lead Counsel in this multi-district litigation in which physicians and physician groups sought to recover payments for treatment that they provided to certain of their medical patients.

Murray v. Belka - "First Pension", California JCCP No. 3131. KL joined forces with Aguirre & Meyer to take on a corrupt pension plan administrator, one of the nation's largest law firms, and the world's largest accounting firm to achieve settlements in providing full restitution for 340 mostly elderly consumers who had lost their life savings to a Ponzi scheme. In July 2000, after a six month trial, the jury found the accounting firm liable for fraud, misrepresentation, aiding and abetting fraud, and concealment, and issued eighteen findings supporting punitive damages. PWC subsequently settled for a confidential amount which made the investors whole.

In re: Hilton Hotels Corporation Shareholder Litigation, Case No. BC373765 (Los Angeles Superior Court). In 2007, KL was appointed Co-Lead Counsel in this class action in which Hilton shareholders sought to block a proposed merger with the Blackstone Group.

12. Insurance Bad Faith

In re: Northridge Earthquake Litigation, Lead Case No. BC265082 (Los Angeles Superior Court). In 2002, KL served as Plaintiffs' Liaison Counsel in suits against State

Farm Insurance, 21st Century Insurance, Farmers Insurance, and the USAA Insurance Company.

B. FIRM BIOGRAPHY

1. Partners

PAUL R. KIESEL, admitted to practice in California, 1985; admitted to practice before the United States Supreme Court; United States District Court, Central District of California; United States District Court, Northern District of California; Southern District of California; United States District Court, Eastern District of California. *Education*. Connecticut College, B.A. 1982; Whittier College School of Law, J.D. 1985, Honorary Doctor of Law 2005. *Awards and Honors*. California Judicial Council 2014 Distinguished Service Award—Stanley Mosk Defender Of Justice Award; 2014 State Bar President's Access to Justice Award; 2014 Daily Journal Top 100 Attorneys in California; Chief Justice Award for Exemplary Service and Leadership, 2012; Named one of the Twelve Techiest Lawyers in America, ABA Journal, 2012; Access to Justice Award Lawyers' Club of San Francisco, 2012. Named one of 500 Leading Lawyers in America, Lawdragon, 2009-2011; AV Peer Review Rated, Martindale-Hubbell; Named one of the one hundred most influential attorneys in California by the California Business Journal; Named one of the top fifty trial lawyers in Los Angeles by the Los Angeles Business Journal. *Publications and Presentations*. Co-author, Matthew Bender Practice Guide: California Pretrial Civil Procedure (treatise); Co-author, Matthew Bender Practice Guide: California Civil Discovery (treatise); frequent presenter for continuing legal education programs; frequent speaker and writer on subjects related to technology in the practice of law. *Member*. California State Bar Association; Appointed by California Supreme Court Chief Justice Ronald George to the California Judicial Council Civil and Small Claims Advisory Committee; Executive Committee, Prior President, Los Angeles County Bar Association; Co-Chair, California Open Courts Coalition; Board of Governors, Association of Business Trial Lawyers, 2001-2005; Emeritus Member of the Board of Governors, Consumer Attorneys of California; Emeritus Member of the Board of Governors, Consumer Attorneys Association of Los Angeles.

CHERISSE HEIDI A. CLEOFÉ, admitted to practice in California, 2013, U.S. District Court, Central District of California, 2013. *Education*. University of California, San Diego, B.S. in Management Science, 2003, University of San Francisco School of Law, J.D., 2012. *Employment*. Practice Development Coordinator for JAMS, 2012-2013; Frank C. Newman Intern for the University of San Francisco International Human Rights Clinic, 2012; Law Clerk for Law Offices of Waukeen McCoy, 2011; Acción Política y Redes Legal Research Intern for ALBOAN. *Awards and Honors*: Super Lawyers Rising Star, 2022; University of San Francisco Student Bar Association Award, 2012; Zeif Award Scholarship Recipient, 2011; Blum Fund Scholarship Recipient, 2009. *Member*. State Bar of California, American Bar Association, Los Angeles County Bar Association, Orange County Bar Association, Philippine American Bar Association.

Community Service: Volunteer Attorney at Legal Aid Society of Orange County, 2013 - 2014.

D. BRYAN GARCIA, admitted to practice in California, 2002, Arizona, 2005, Nevada, 2005, U.S. District Court, Eastern District of California, U.S. District Court, Central District of California, and U.S. District Court, Northern District of California. *Education.* University of California, Berkeley, B.A. in Political Science, 1998; University of California, Hastings, J.D., 2001. *Experience.* Garcia Law Firm, 2001-2006; Chapman, Glucksman, & Dean, 2006-2008; Biren & Katzman, 2008-2010; Callahan & Blaine, 2010-2016. *Awards and Honors.* Super Lawyer Rising Star, 2011-2013; Super Lawyer 2014-2018. *Membership.* Elected Los Angeles representative for California Young Lawyers Association, State Bar Law Practice Management and Technology Section.

NICOLE RAMIREZ JONES, joined Kiesel Law LLP in 2016, where her practice focuses on consumer class actions, mass tort litigation, catastrophic personal injury, and other complex litigation in federal and state court. Prior to joining Kiesel Law, Ms. Ramirez Jones represented clients in the area of general liability at a national law firm. During law school, Ms. Ramirez Jones externed for the Honorable Valerie Baker Fairbank of the U.S. District Court, Central District of California, and clerked for the Los Angeles County District Attorneys' Office. Ms. Ramirez Jones earned her B.A. in both Psychology and Spanish from Pepperdine University and her J.D. from Loyola Law School. While in law school, Ms. Ramirez Jones was a member of the Loyola of Los Angeles Law Review. Ms. Ramirez Jones is licensed to practice before all courts of the State of California as well as the United States District Courts of the Central District, Southern District, Northern District and Eastern District of California. Ms. Ramirez Jones has been an active member of the State Bar of California since 2011. Ms. Ramirez Jones serves on the Class Action Preservation Project Committee for the Public Justice Foundation. She also served on the Board of Governors for the Women Lawyers Association of Los Angeles. Ms. Ramirez Jones has also served as a volunteer for Court Appointed Special Advocates ("CASA"), where she advocated for foster youth in the judicial system.

JEFFREY A. KONCIUS, admitted to practice in California, 1997; New Jersey, 1995; New York, 1997; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of California; United States District Court, District of New Jersey; United States District Court, Eastern District of New York; United States District Court, Southern District of New York; United States Court of Appeals for the Ninth Circuit. *Education.* Johns Hopkins University, B.A., 1989; Benjamin N. Cardozo School of Law, J.D., 1995. *Reported Decisions.* *Warner Bros. Entm't Inc. v. Superior Court*, 29 Cal. App. 5th 243 (2018); *Ford Motor Warranty Cases*, 11 Cal. App. 5th 626 (2017); *Loeffler v. Target Corp.*, 58 Cal. 4th 1081 (2014); *Lopez v. Brown*, 217 Cal. App. 4th

1114 (2013); *Spielman v. Ex'pression Center for New Media*, 191 Cal. App. 4th 420 (2010); *Pioneer Electronics (USA) Inc. v. Superior Court*, 40 Cal. 4th 360 (2007); *Bush v. Cheaptickets, Inc.*, 425 F.3d 683 (9th Cir. 2005); *Morohoshi v. Pacific Home*, 34 Cal. 4th 482 (2004); *Bird, Marella, Boxer & Wolpert v. Superior Court*, 106 Cal. App. 4th 419 (2003). *Awards and Honors*. Supervising Editor, *Cardozo Law Review*, 1994-95. *Employment*. Cohn Lifland Pearlman Herrmann & Knopf, 1995-97; Law Office of Joseph J.M. Lange, 1997-2000; Lange & Koncius, LLP, 2000-11; Kiesel Law LLP, 2011-present. *Member*. President, Federal Bar Association (Los Angeles); Member, Merit Selection Panel (United States District Court, Central District of California); Past Co-Chair (Complex Courts Committee), Los Angeles County Bar Association; Executive Committee Member (Litigation Section Committee), Los Angeles County Bar Association; Committee Member (PIABA Bar Journal), The Public Investors Arbitration Bar Association; California State Bar Association; New York State Bar Association; New Jersey State Bar Association; American Association for Justice; Consumer Attorneys Association of Los Angeles; Public Justice Foundation; California Indian Law Association; Consumer Attorneys Association of Los Angeles; Consumer Attorneys of California. *Additional*. Past entrepreneur.

MARIANA McCONNELL, admitted to practice in California, 2010; admitted to practice before the United States District Court, Central District of California; United States District Court, Southern District of California; United States District Court, Northern District of California; United States District Court, Eastern District of California; *Education*. Pepperdine University, B.A., 2007; Southwestern Law School, J.D., *cum laude*, 2010; *Awards and Honors*. Paul Wildman Merit Scholarship, 2007-2010; Dean's Merit Scholarship, 2008-2010; Dean's List, 2008-2010; Super Lawyers Rising Star, 2015; *Employment*. Judicial Extern for the Honorable S. James Otero, 2007; Girardi & Keese, 2008-2013. *Member*. Los Angeles County Bar Association, Barristers Section Executive Committee Member, 2012-Present, Barristers Vice President, 2015-16; Consumer Attorneys of California, Board of Governors; Consumer Attorneys Association of Los Angeles. *Community Service*. Junior League of Los Angeles.

MELANIE MENESES PALMER, admitted to practice in California, 2012, U.S. District Court, Northern District of California, 2012. *Education*. University of San Francisco, B.A. in Psychology, 2009; University of San Francisco School of Law, J.D., 2012. *Experience*. Deputy City Attorney for the City of Los Angeles, 2013-2014; Certified Clerk, Child Advocacy Clinic for the University of San Francisco School of Law, 2011-2012; Certified Clerk, Children's Law Center Los Angeles, 2011; Criminal Defense Extern, Law Office of Jonah Chew, 2010; Juvenile Rights Intern, Legal Aid of Cambodia, 2010. *Awards and Honors*. Grant from the University of San Francisco Public Interest Law Foundation, 2011. *Member*. State Bar of California, American Bar Association, Los Angeles County Bar Association, Philippine American Bar Association, Beverly Hills Bar Association, Consumer Attorneys Association of Los Angeles. *Community Service*: Board Member, Search to Involve Pilipino Americans, 2014;

Americorps VISTA, Los Angeles County Community Development Commission, 2009-2010.

2. **Associates**

LENA P. ANDREWS joined Kiesel Law LLP as an associate in 2025. Her practice focuses on complex civil litigation, mass tort litigation, catastrophic personal injury, and consumer class actions. Ms. Andrews earned her bachelor's degree from the University of Denver with degrees in Psychology and English-Creative Writing, graduating magna cum laude with an honors distinction. Ms. Andrews then completed her J.D. at the University of Colorado Boulder, earning her spot on the Dean's List and receiving the William O. DeSouchet Award for Best Performance in Trial Advocacy. During law school, Ms. Andrews interned with the Colorado Public Defendants Complex Crimes Unit, working primarily on the defense of the last death penalty case to be prosecuted in Colorado, and the Korey Wise Innocence Project. Prior to joining Kiesel Law, Ms. Andrews was a Plaintiffs side civil rights attorney at Burriss, Nisenbaum, Curry & Lacy, specializing in cases of government misconduct, police brutality, and wrongful death. At BNCL, Ms. Andrews assisted in securing millions of dollars in compensation for the victims of police misconduct. Ms. Andrews is a member of the Consumer Attorneys Association of Los Angeles and the Los Angeles County Bar Association. She is a member of the state bar of California and is admitted to practice in all federal districts in California and has worked on cases as a pro hac vice attorney in the federal courts in Arkansas, Florida, Mississippi, Missouri, and New Mexico.

ERIN A. BARLOW joined Kiesel Law as an associate in 2025. Her practice focuses on mass tort litigation, consumer class actions, complex civil litigation, and catastrophic personal injury. Prior to joining Kiesel Law, Ms. Barlow worked as a Staff Attorney at Orange County Coastkeeper and Inland Empire Waterkeeper bringing citizen suits against industrial facilities for Clean Water Act violations. Before that, Ms. Barlow worked as an associate for Gibbs Mura, A Law Group, primarily focused on class action lawsuits against financial institutions for wrongful overdraft fees. Ms. Barlow earned dual degrees from the University of California, Santa Cruz—a Bachelor of Science in Marine Biology and a Bachelor of Arts in Politics with Honors—in 2014. She received her J.D., cum laude, from UC Law San Francisco (formerly UC Hastings) in 2021, with a concentration in environmental law. While in law school, Ms. Barlow clerked with Shute, Mihaly & Weinberger LLP, Danko Meredith, Sierra Club, and the California Coastal Commission.

HALEY G. CLARK joined Kiesel Law LLP in 2023 as a post-bar law clerk and became an associate after passing the July 2023 Bar Exam. Haley is a member of the Consumer Attorneys Association of Los Angeles, California Indian Law Association, Federal Bar Association, and the Southwestern Law School Nickel Club. Her practice focuses on catastrophic personal injury, wrongful death, and financial services litigation. In addition, Haley also has experience with and routinely represents consumers in class actions. Haley earned her B.A. from University of the Ozarks,

graduating *summa cum laude*. She then completed her J.D. through Southwestern Law School's SCALE 2-Year J.D. Program. During this time, Haley was a member of the Trial Advocacy Honors Program after becoming a finalist in its intramural competition. She then became a member of its Board of Governors. Haley was also a regional semi-finalist in the Texas Young Lawyers Association National Trial Competition. Haley is licensed to practice law before all courts of the State of California as well as the United States District Courts of the Central District, Southern District, and Northern District, and the 9th Circuit Court of Appeal.

LISA M. FREEMAN joined Kiesel Law as an associate in 2025. Her practice focuses on consumer class actions and catastrophic personal injury cases. She began her career as a litigation associate at Simpson Thacher & Bartlett LLP, where she represented Fortune 100 companies in securities, antitrust, and insurance matters. Ms. Freeman has briefed, argued, and prevailed on appeal in cases in the California Court of Appeal and the United States Court of Appeals for the Ninth Circuit. Before joining Kiesel Law, Ms. Freeman served as a judicial attorney for Justice John Segal at the California Court of Appeal. She also served as a law clerk for the Honorable Jerome A. Holmes, Chief Judge of the United States Court of Appeals for the Tenth Circuit, and for the Honorable Tena Campbell, then-Chief Judge of the United States District Court for the District of Utah. She is a graduate of Yale Law School and a member of the American Association of Justice, Consumer Attorneys of California, Consumer Attorneys Association of Los Angeles, Women Lawyers Association of Los Angeles, and the Beverly Hills Bar Association. Ms. Freeman is a member of the state bars of California and New York, and admitted to practice in the Supreme Court of the United States, the U.S. Court of Appeals for the Ninth and Tenth Circuits, and the U.S. District Courts for the Central District of California, the Northern District of California, the Southern District of New York, and the Eastern District of New York.

LAUREN M. KIESEL joined Kiesel Law as an associate in 2024. Ms. Kiesel focuses her practice on complex civil litigation, mass tort litigation, catastrophic personal injury, and consumer class actions. Prior to joining Kiesel Law, Ms. Kiesel worked at Kids in Need of Defense (KIND) where she represented unaccompanied children in their immigration cases. At KIND Ms. Kiesel specialized in applications for relief including Special Immigrant Juvenile Status and Asylum, and frequently appeared in immigration, family, and probate court. Ms. Kiesel received her bachelor's degree from Lehigh University in Bethlehem, PA, where she graduated *summa cum laude* with a degree in Spanish, Political Science, and Global Studies. She subsequently received her Juris Doctorate from UCLA School of Law. During law school, Ms. Kiesel clerked at Casey Gerry in San Diego where she advanced her litigation, research, and writing skills while working on catastrophic personal injury cases. Ms. Kiesel also clerked at Lansky, Gangzler, Goeth + Partner in Vienna, Austria where she gained experience in international law and human rights.

NIMA M. SADEGHI joined Kiesel Law as an associate in 2024. Mr. Sadeghi focuses his practice on complex civil litigation, mass tort litigation, catastrophic personal injury, and wrongful death claims. He received his bachelor's degree from California State University, Northridge, majoring in Biology, and subsequently completed his J.D. at Chapman, Fowler School of Law. While at Chapman, Mr. Sadeghi participated in the school's Mediation Clinic, where he successfully mediated over 50 cases at Orange County's Central Justice Center. In the three years Mr. Sadeghi has been practicing, he has helped secure millions of dollars in settlements and jury verdicts. Outside of Kiesel Law, Mr. Sadeghi works pro bono as a volunteer Guardian Ad Litem for minor children in Special Immigrant Juvenile Status cases. He is also a member of the New Lawyers Committee for the Consumer Attorneys Association of Los Angeles.

KATRINA N. YU joined Kiesel Law in 2025 and is licensed to practice before all State Courts in the State of California, as well as, United States District Court of California for the Southern, Eastern, and Central District. Since 2013, Ms. Yu has helped her clients obtain justice in the areas of product liability, catastrophic personal injury (including sexual assault/molestation), complex business litigation, civil rights, and insurance bad faith. In 2018, Ms. Yu was part of the trial team that obtained the second largest jury verdict against the city of Los Angeles for \$9.1 million after her client suffered brain damage from a bicycle crash on city-maintained property. To date, Ms. Yu has been awarded over \$30 million for her clients through settlements and/or verdicts. Ms. Yu was selected as a 'Super Lawyers Rising Star' from 2015 through 2020, and 2022-2023; and became an associate fellow for The Litigation Counsel of America in 2019. The Litigation Counsel of America is a trial lawyer honorary society composed of less than one-half of one percent of American lawyers. Ms. Yu was also selected as America's Top 100 Personal Injury Attorneys from 2020 until 2023; and was a member of Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and American Association of Justice (AAJ). Ms. Yu is fluent in Chinese (Cantonese and Mandarin) and is well known amongst her peers for her attention to detail, relentless spirit, tenacious attitude, and forensic computer skills.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 8648 Wilshire Boulevard, Beverly Hills, CA 90211-2910.

On December 9, 2025, I served true copies of the following documents described as **DECLARATION OF JEFFREY A. KONCIUS IN SUPPORT OF MOTION FOR ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS** on the interested parties in this action as follows:

Robert H. Bunzel
Michael D. Abraham
Stephen C. Steinberg
Kerry Duffy
BARTKO PAVIA LLP
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gcayabyab@bartkopavia.com

Attorneys for Defendant Sutter Health

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent by e-mail to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on December 9, 2025, at Beverly Hills, California.



Jessica Mendez