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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By:           A. Gray           Deputy

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  
themselves and all others similarly situated,  
16  
    Plaintiffs,  
17  
    v.  
18 SUTTER HEALTH,  
19  
    Defendant.

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

**CLASS ACTION**

**NOTICE OF MOTION AND MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

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

Reservation Number: A-258072-038

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

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1           **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2           **PLEASE TAKE NOTICE** that on February 27, 2026, at 9:00 a.m. or as soon thereafter as  
3 the matter may be heard by the Honorable Lauri A. Damrell in Department 22 of Sacramento  
4 Superior Court located at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, California  
5 95814, Plaintiffs Jane Doe I and Jane Doe II (“Plaintiffs”) will and hereby do apply for an order of  
6 final approval of the proposed class action settlement reached in this action between Plaintiffs and  
7 Defendant Sutter Health.

8           This Motion is made pursuant to California Code of Civil Procedure section 382 and  
9 California Rule of Court 3.760 *et seq.* This Motion is based on this Notice of Motion, the attached  
10 Memorandum of Points and Authorities, the declarations and other documents filed in support  
11 thereof, the pleadings and papers on file in this action, and such oral and documentary evidence as  
12 may be presented at the hearing on this Motion.

13           Pursuant to Local Rule 1.06(A), the Court will make a tentative ruling on the merits of this  
14 matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may  
15 be downloaded off the Court’s website. If a party does not have online access, they may call the  
16 dedicated phone number for the department as referenced in the local telephone directory between  
17 the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative  
18 ruling. If you do not call the Court and the opposing party by 4:00 p.m. the court day before the  
19 hearing, no hearing will be held.

20           Class Members can appear remotely for the hearing through the Department’s Zoom link or  
21 phone number:

22           **To join by Zoom link:** <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

23           **To join by phone:** (833) 568-8864 / ID: 16184738886

24 DATED: January 30, 2026

**KIESEL LAW LLP**

26 By: \_\_\_\_\_

  
Paul R. Kiesel  
Jeffrey A. Koncius  
Nicole Ramirez Jones

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 In this class action, patients of Defendant Sutter Health (“Sutter Health” or “Defendant”)  
4 allege Sutter Health disclosed its patients’ personally identifiable information (“PII”) and protected  
5 health information (“PHI”) to third parties like Facebook and Google without patients’ consent. This  
6 Action, pending for more than six years, has been hard-fought by both sides. Rather than face the  
7 uncertainty inherent in litigating this case through class certification and trial, the Parties engaged in  
8 arm’s length settlement negotiations, including two mediation sessions, which resulted in a class  
9 settlement that compensates the Class by creating a \$21.5 million non-reversionary fund to be used  
10 to compensate Class Members, and pay administrative and notice costs, attorneys’ fees and costs,  
11 and incentive awards, with any residual funds going to the *cy pres* recipients (the “Settlement”).

12 As this Motion (“MFA”) explains, the Settlement is fair, adequate, and reasonable, and more  
13 than satisfies all criteria for final approval. The Settlement Class further meets the requirements for  
14 class certification. Class Notice, given pursuant to the Order Granting Motion for Preliminary  
15 Approval, entered on October 15, 2025 (hereinafter “Preliminary Approval Order”), complied with  
16 applicable law and was the best notice practicable. Accordingly, Plaintiffs request that the Court  
17 grant final approval of the Settlement and certify the Settlement Class for settlement purposes.

18 **II. THE LITIGATION AND SETTLEMENT**

19 **A. Summary of the Litigation**

20 Plaintiffs brought this class action lawsuit on behalf of themselves and other Sutter Health  
21 patients to seek redress for Sutter Health’s alleged disclosure of their PII and PHI to third parties  
22 like Facebook and Google, without their consent. *See* Declaration of Jane Doe I in Support of MFA  
23 (“Doe I Decl.”) ¶ 5; Declaration of Jane Doe II in Support of MFA (“Doe II Decl.”) ¶ 5.

24 Plaintiffs filed this Action on June 10, 2019. Defendant filed pleading challenges (demurrers  
25 and motion to strike) as to the Class Action Complaint, and demurrers were sustained with leave to  
26 amend. On February 14, 2020, Plaintiffs filed a First Amended Class Action Complaint, to which  
27 Defendant filed a second round of pleading challenges (demurrers and motion to strike). The Court  
28 sustained the demurrers with leave to amend and granted the motion to strike in part with leave to

1 amend. On February 9, 2021, Plaintiffs filed a Second Amended Class Action Complaint, to which  
2 Defendant filed a third round of pleading challenges (demurrers and motion to strike). The Court  
3 sustained the demurrers without leave to amend as to five causes of action, with leave to amend as  
4 to two causes of action, and overruled as to one cause of action, and the motion to strike was granted  
5 in part. On December 6, 2021, Plaintiffs filed a Third Amended Class Action Complaint, to which  
6 Defendant filed a fourth round of pleading challenges (demurrers, motion to strike, and motion for  
7 judgment on the pleadings). The Court sustained the demurrers with leave to amend as to two causes  
8 of action, granted in part the motion to strike, and denied the motion for judgment on the pleadings.  
9 On July 1, 2022, Plaintiffs filed a Fourth Amended Class Action Complaint (“4AC”) pleading claims  
10 for: (1) Violation of CIPA; (2) Breach of Express Contract; and (3) Breach of Implied Contract.  
11 Defendant filed demurrers to the breach of contract causes of action, which the Court overruled. On  
12 October 13, 2022, Defendant filed an Answer and Affirmative Defenses to the 4AC.

13 On November 14, 2023, after extensive discovery, Plaintiffs filed a Motion for Class  
14 Certification (“Mtn. for Class Cert.”). On March 21, 2024, Defendant filed an Opposition to the Mtn.  
15 for Class Cert., and a Motion to Strike or Exclude the Testimony and Report (Damages Model) of  
16 Plaintiffs’ Expert, Joshua Kreisman. On May 16, 2024, Plaintiffs filed a Reply in Support of their  
17 Mtn. for Class Cert., as well as an Opposition to the Motion to Strike (to which Defendant replied).  
18 Before those Motions were argued or ruled upon, the Parties participated in two private mediation  
19 sessions on June 27, 2024, and September 6, 2024, with Judge Gail Andler (Ret.) of JAMS, a well-  
20 respected class action mediator. Declaration of Jeffrey A. Koncius in Support of MFA (“Koncius  
21 Decl.”) ¶¶ 3-7. After the second mediation, Judge Andler (Ret.) made a mediator’s proposal to settle  
22 the case for \$21,500,000.00, which both Parties accepted. *Id.* ¶ 7.

23 Thereafter, the Parties negotiated the terms of the Settlement Agreement presented to the  
24 Court and finalized the related documents.<sup>1</sup> *Id.* ¶ 10. Previous versions of a settlement agreement,  
25 claim form, email notice, postcard notice, and long form notice were submitted to the Court in  
26 connection with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and

27 \_\_\_\_\_  
28 <sup>1</sup> The Settlement Agreement, which is referenced throughout this Motion, is attached to the Koncius  
Decl. as Exhibit 1.

1 Supplemental Brief Regarding Plaintiffs’ Motion for Preliminary Approval of Class Action  
2 Settlement. Declaration of Nicole Ramirez Jones in Support of MFA (“Ramirez Jones Decl.”) ¶ 15.  
3 The Settlement Agreement includes the revisions to the previous versions of the settlement  
4 agreement, email notice, and long form notice recommended by the Court in its June 13, 2025 and  
5 September 19, 2025 Orders. *Id.* On October 15, 2025, the Court entered its Preliminary Approval  
6 Order granting preliminary approval of the proposed Settlement, directed notice to Class Members,  
7 and scheduled a hearing on final approval.

8 **B. Summary of the Settlement**

9 **1. The Proposed Settlement Class**

10 The Settlement is entered into on behalf of the following Settlement Class: All individuals  
11 who were California residents at the time they logged into their own Sutter Health MyHealthOnline  
12 portal account for purposes relating to their own healthcare from June 10, 2015, through March 20,  
13 2020. *See* Settlement Agreement § 1.30. Excluded from the Settlement Class are: (a) any Judge  
14 presiding over this Action, any members of the Judges’ respective staffs, and immediate members  
15 of the Judge’s family; (b) officers and directors of Defendant, its subsidiaries, parent companies,  
16 successors, predecessors, and any entity in which Defendant has a controlling interest; (c) persons  
17 who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (d) the  
18 legal representatives, successors or assigns of any such excluded persons. *Id.*

19 **2. The Key Financial Terms**

20 The Settlement Agreement provides for a total of \$21.5 million in monetary relief and is a  
21 non-reversionary, fixed common-fund amount, which will be used to compensate Class Members  
22 who submit timely and valid Claims with their pro rata share of the Settlement Fund up to \$90, and  
23 pay administrative and notice costs, attorneys’ fees and costs, and incentive awards. After these  
24 deductions, the net settlement amount will be approximately \$13,723,360.89.<sup>2</sup>

25  
26 <sup>2</sup> The net amount was calculated as follows: \$21,500,000 [fund] - \$445,000 [notice] - \$7,095,000  
27 [attorney’s fees] - \$216,639.11 [costs and expenses] - \$20,000 [incentive awards] = \$13,723,360.89.  
28 Class Counsel’s costs increased since submitting their Motion for Preliminary Approval (“MPA”) and such additional costs include filing fees, MPA travel expenses, deposition transcript costs, and document repository charges.

1                                    a.        *Class Counsel Attorneys’ Fees and Litigation Costs*<sup>3</sup>

2            The Settlement Agreement allows Class Counsel to apply to the Court for an award of  
3 attorneys’ fees up to one-third of the fund, which amounts to \$7,095,000. Settlement Agreement §  
4 8.1; *see Laffitte v. Robert Half Int’l, Inc.*, 1 Cal. 5th 480, 506 (2016). Class Counsel also move the  
5 Court for reimbursement of costs and expenses in the amount of \$216,639.11.<sup>4</sup> As explained in their  
6 Fee Motion, Class Counsel’s fees and costs are reasonable and justified, considering their extensive  
7 work on this case. Attorneys’ fees and costs will be paid within ten days after receipt of the balance  
8 of the Settlement Fund by the Settlement Administrator. Settlement Agreement § 8.2.

9                                    b.        *Settlement Administrator Fees*

10           The cost to implement the Notice Plan and administer the settlement is estimated to be  
11 between \$385,000 and \$445,000, and Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the  
12 Settlement Administrator, agreed to cap its fees and expenses at \$445,000 based on the current scope  
13 of settlement administration. Declaration of Cameron R. Azari, Esq. in Support of MFA (“Epiq  
14 Decl.”) ¶ 28.

15                                    c.        *Incentive Awards*

16           The named Plaintiffs are allowed to seek incentive awards of \$10,000, designed to  
17 compensate them for their time and service to the Class. Settlement Agreement § 8.3. The incentive  
18 awards are based on the work performed and costs incurred to obtain a successful result on behalf  
19 of Settlement Class Members. *See In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380,  
20 1393-94 (2010) (“[I]ncentive awards are fairly typical in class action cases . . . and are intended to  
21 compensate class representatives for work done on behalf of the class, to make up for financial or  
22 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to

23 \_\_\_\_\_  
24 <sup>3</sup> Plaintiffs’ counsel have reviewed the Sacramento Checklist for Approval of Class Action and/or  
25 Private Attorneys General Act (“PAGA”) Settlements (“Checklist”) and their briefing complies with  
26 the Checklist. Ramirez Jones Decl. ¶ 3. Plaintiffs’ counsel filed a separate Motion for Attorneys’  
27 Fees, Costs and Incentive Awards, along with supporting declarations, on December 9, 2025 (“Fee  
28 Motion”), which address Sections 2 and 3 of the Checklist regarding Motion for Final Approval of  
Settlements. To avoid repetition, Plaintiffs’ counsel do not re-address those topics again in this  
Motion, but refer the Court to the Fee Motion.

<sup>4</sup> Since the filing of the MPA, Class Counsel incurred additional costs of \$235.14, and expect to  
incur more going forward, but do not seek reimbursement for these additional costs.

1 act as a private attorney general.”). Here, both Plaintiffs expended significant time and effort for the  
2 Class on case-related tasks over the last six years including, but not limited to, reviewing the  
3 complaint, responding to extensive written discovery, searching for and producing voluminous  
4 amounts of documents, preparing and sitting for their depositions, discussing the settlement with  
5 counsel, and generally staying informed about the case. Doe I Decl. ¶¶ 9-10; Doe II Decl. ¶¶ 9-10.  
6 Plaintiffs also agreed to serve as class representatives despite the potential risk of their names and  
7 PHI being disclosed. Doe I Decl. ¶ 8; Doe II Decl. ¶ 8.

8 *d. Payment of Valid Approved Claims*

9 Class Members who submit a timely and valid Claim will receive an amount equal to a pro  
10 rata share of the Net Settlement Fund, up to \$90.00. Settlement Agreement § 2.9(a). There are  
11 1,585,732 unique Settlement Class Members. Epiq Decl. ¶ 10. The current claims rate is 4.47%,  
12 though it is expected to increase. *Id.* ¶ 26. The estimated payment amount is currently \$90 per  
13 Settlement Class Member, and will remain at \$90 until a 9.62% claims rate is reached.<sup>5</sup> *Id.*

14 *e. Payment of Cy Pres Donation*

15 Any funds remaining after payment of claims to Class Members, attorneys’ fees and costs,  
16 settlement administrator fees, and incentive awards will be divided evenly and donated to Privacy  
17 Rights Clearinghouse (“PRC”) and American Health Information Management Association  
18 (“AHIMA”). Settlement Agreement § 2.13. Both proposed recipients are non-profit organizations  
19 dedicated to ensuring the privacy of consumer health data, which squarely fulfills the purpose of this  
20 action: protecting the privacy of consumers’ health data. *See* Cal. Civ. Proc. Code § 384(b). Neither  
21 the Plaintiffs, Class Counsel, nor Class Counsel’s law firms, have any interests or involvement in  
22 the governance or work of PRC or AHIMA. Doe I Decl. ¶ 16; Doe II Decl. ¶ 16; Ramirez Jones  
23 Decl. ¶ 20; Declaration of Eric Johnson in Support of MFA (“Johnson Decl.”) ¶ 16.

24 ///

25 \_\_\_\_\_  
26 <sup>5</sup> This calculation was done by dividing \$13,723,360.89 (the net fund amount after subtracting  
27 attorneys’ fees (\$7,095,000) and costs (\$216,639.11), incentive awards (\$20,000), and administrator  
28 costs (\$445,000) from the total settlement fund (\$21,500,000)) by \$90, which equals 152,482 claims.  
Then dividing 152,482 claims by 1,585,732 (the number of unique Settlement Class Members),  
which equals a 9.62% claims rate. Ramirez Jones Decl. ¶¶ 27-28.

1 **III. CLASS NOTICE**

2 In its Preliminary Approval Order, the Court approved the appointment of Epiq as the  
3 Settlement Administrator, and the Notice Plan. Preliminary Approval Order at 5. Pursuant to the  
4 Preliminary Approval Order, Class Members received proper and timely notice of the pendency of  
5 this action and the Settlement so that they have had an adequate opportunity to object or exclude  
6 themselves or file a claim for direct monetary compensation. *See generally* Epiq Decl. As detailed  
7 below, the comprehensive notice program satisfied the requirements of Rules of Court 3.766 and  
8 3.769 and was designed to provide Class Members with the best notice practicable. Cal. R. Ct.  
9 3.766(e). The Notices were also informative and satisfied all necessary requirements.

10 **A. The Notice Plan Was and Is Comprehensive**

11 The California Rules of Court and case law provide trial courts with ““virtually complete  
12 discretion as to the manner of giving notice to class members.”” *Chavez v. Netflix, Inc.*, 162 Cal.  
13 App. 4th 43, 57 (2008) (quoting *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.  
14 App. 4th 1135, 1164 (2000)); Cal. R. Ct. 3.766(c). Here, the Court should find that the notice  
15 program ““fairly apprise[d] the prospective members of the class of the terms of the proposed  
16 settlement and of the options that [were] open to them in connection with the proceedings.””  
17 *Cellphone*, 186 Cal. App. 4th at 1393 (quoting *7-Eleven*, 85 Cal. App. 4th at 1164). Further, the  
18 notice program here more than satisfied its purpose which “is the protection of the integrity of the  
19 class action process, one of the functions of which is to prevent burdening the courts with multiple  
20 claims where one will do.” *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 745-46  
21 (2009); *see also Wershba v. Apple Comput. Inc.*, 91 Cal. App. 4th 224, 252 (2001). The Notices  
22 were content-neutral and clearly set out the terms of the Settlement, and complied with all standards  
23 of fairness, completeness, and neutrality. *See Cho*, 177 Cal. App. 4th at 745-46; *see also Wershba*,  
24 91 Cal. App. 4th at 252.

25 **B. Class Notice Was Proper and Timely Sent**

26 Notice was timely disseminated to the Class in accordance with the Preliminary Approval  
27 Order. Epiq Decl. ¶¶ 11, 14, 16, 19, 20. On October 30, 2025, Epiq received the Class List which  
28 contained full names and, if known and available, email and last known U.S. mail addresses. *Id.* ¶

1 10; Settlement Agreement § 4.1(a). Epiq deduplicated the records in the Class List, which resulted  
2 in 1,585,732 unique Settlement Class Member records (of which 83 records did not contain a valid  
3 email address or associated physical address and were not sent Notice).<sup>6</sup> Epiq Decl. ¶ 10.

4 On November 19, 2025, Epiq began the process of sending 1,578,338 Email Notices to  
5 1,578,647 Settlement Class Members for whom a valid email address was available.<sup>7</sup> Epiq Decl. ¶  
6 11; Settlement Agreement § 4.1(b).

7 On November 24, 2025, Epiq began the process of sending 7,002 double Postcard Notices  
8 with detachable Claim Forms to all Settlement Class Members with an associated physical address  
9 for whom a valid email address was unavailable. Epiq Decl. ¶ 14; Settlement Agreement § 4.1(b).  
10 Subsequently, on January 2, 2026, Epiq commenced sending 225,637 Postcard Notices to all  
11 identified Settlement Class Members with an associated physical address for whom an Email Notice  
12 was returned as undeliverable after multiple attempts. *Id.* These efforts were made to find Class  
13 Members with invalid email addresses.

14 To find Class Members with invalid physical addresses, Epiq made the following efforts.  
15 Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS  
16 information. Epiq Decl. ¶ 16. Epiq also implemented efforts to find Settlement Class Members with  
17 invalid/undeliverable physical addresses by obtaining better addresses using a third-party lookup  
18 service. *Id.* Upon successfully locating better addresses, Postcard Notices were promptly remailed. *Id.*  
19 Epiq has remailed 164 Postcard Notices. *Id.* Epiq followed industry standard best practices for Email  
20 and Postcard Notice. *Id.* ¶¶ 12, 15.

21 On November 18, 2025, Epiq established a dedicated website for the Settlement (in English  
22 and Spanish): [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). *Id.* ¶ 19; Settlement Agreement § 4.1(e). The  
23 website contains general information about the Settlement, the Long Form Notice (in English and  
24 Spanish), Claim Form (in English and Spanish), Court documents, and important dates and deadlines  
25

26 <sup>6</sup> Sutter previously advised Plaintiffs that there were approximately 1,628,160 Class Members.

27 <sup>7</sup> Some Settlement Class Members shared the same valid email address and only one Email Notice  
28 was sent per unique, valid email address, thus resulting in a smaller number of Email Notices sent  
than the number of identified Settlement Class Members with a valid email address. Epiq Decl. ¶ 11.

1 pertinent to this matter. Epiq Decl. ¶ 19. The website also contains answers to frequently asked  
2 questions (“FAQs”), instructions regarding requesting exclusion or objecting, Epiq’s contact  
3 information, and how to obtain other case-related information. *Id.* Settlement Class Members are also  
4 able to file a Claim Form on the Settlement Website. *Id.* As of January 27, 2026, there have been  
5 47,077 unique visitor sessions to the Settlement Website, and 59,292 web pages have been presented.  
6 *Id.* A copy of this Motion will be available on the website after it is filed. In accordance with  
7 California Rule of Court 3.771(b), Plaintiffs propose giving notice of the Final Approval Order and  
8 Judgment to all Class Members by posting the Final Approval Order and Judgment on the Settlement  
9 website after the date of entry. Settlement Agreement § 4.1(e).

10 On November 18, 2025, Epiq also established a toll-free telephone number (1-888-835-0109)  
11 for the Settlement. *Id.* ¶ 20. As of January 27, 2026, there have been 4,233 calls to the toll-free  
12 telephone number representing 6,050 minutes of use and 2,215 outgoing calls from a live agent  
13 representing 7,578 minutes of use. *Id.*

14 **C. Claim Forms**

15 As noted above, claim forms were included with Email and Postcard Notices and available  
16 on the Settlement Website. As of January 27, 2026, Epiq has received 70,917 Claim Forms. *Id.* ¶ 25.  
17 The Claims Deadline is April 28, 2026, and two reminder emails will be sent 30 days and 7 days  
18 before the Claims Deadline. *Id.*; Settlement Agreement § 4.1(d). An increase in claim filing is  
19 anticipated after reminder notices are sent and as the Claims Deadline approaches. Epiq Decl. ¶ 25.  
20 Efforts to obtain corrected Claim Forms are part of the administration process and will begin after  
21 the Claims Deadline. *Id.* ¶ 26. Because the Claims Deadline has not yet passed, there are not currently  
22 any untimely claims. The amount of anticipated settlement distribution pursuant to the claims is  
23 currently \$90. *Id.*

24 The remaining work to be completed leading up to and following the Final Approval Hearing  
25 includes: (1) processing Claim Forms and completing quality review; (2) distributing settlement  
26 funds to Settlement Class Members; (3) handling undeliverable payments; (4) re-issuing payments;  
27 (5) communications with Settlement Class Members, including maintaining the Settlement Website  
28 and toll-free telephone number throughout the remaining duration of the settlement administration;

1 and (6) associated project management related to distribution and settlement administration  
2 responsibilities, including issuing payments to the two cy press recipients of any residue settlement  
3 funds (if any exists). *Id.* ¶ 28.

4 **D. Class Members’ Reaction to the Settlement: Objections and Opt-Outs**

5 As of January 27, 2026, an Email Notice or Postcard Notice was delivered to 1,583,646 of  
6 the 1,585,732 unique identified Settlement Class Members (which means notice efforts reached  
7 approximately 99% of the Settlement Class). *Id.* ¶ 18. Only one Class Member objected,<sup>8</sup> and 21  
8 have requested exclusion.<sup>9</sup> Epiq Decl. ¶ 22, Attachment 7.<sup>10</sup> Thus, the reaction of the Class to the  
9 Settlement has been favorable.

10 **E. Epiq’s Expenses**

11 Based on the current scope of settlement administration, Epiq has agreed to cap its fees and  
12 expenses at \$445,000. *Id.* ¶ 28. Through December 31, 2025, Epiq’s administration fees and  
13 expenses total \$148,567.38. *Id.* ¶ 27. Of this amount, \$33,122.80 is for expenses incurred for  
14 providing class notice. *Id.* Epiq estimates it has or will incur an additional \$213,554 related to  
15 mailing the Postcard Notice to Settlement Class Members for whom an Email Notice was returned  
16 as undeliverable after multiple attempts and Reminder Email Notice efforts. *Id.* Additional work  
17 remains to be completed and additional expenses will be incurred. *See Id.* ¶ 28.

18 **IV. LEGAL ANALYSIS**

19 **A. The Proposed Settlement Meets the Standards for Final Approval**

20 A settlement of a class action requires the approval of the court after a hearing. Cal. R. Ct.  
21 3.769(a). “Before final approval, the court must conduct an inquiry into the fairness of the proposed  
22

23 \_\_\_\_\_  
24 <sup>8</sup> Plaintiffs submit a separate written response to the Objection. Class Counsel also attempted to  
25 contact the objector. *See Koncius Decl.* ¶ 13.

26 <sup>9</sup> Pursuant to the Preliminary Approval Order, Class Members had until January 23, 2026, to exclude  
27 themselves from or object in writing to the Settlement. Preliminary Approval Order at 6-8. However,  
28 Class Members who did not serve a written objection may nevertheless be permitted to attend the  
final approval hearing and speak regarding their objections. *Id.* at 7.

<sup>10</sup> Because this Action involves PII and PHI (including patient names), the opt-out report uses a  
truncated unique tracking number, rather than names, for each individual who requested exclusion.  
Epiq Decl. n.4.

1 settlement.” Cal. R. Ct. 3.769(g). Indeed, to be approved, a class action settlement must be “fair,  
2 adequate, and reasonable” and fall within the range of approval. *Dunk v. Ford Motor Co.*, 48 Cal.  
3 App. 4th 1794, 1801-02 (1996). The determination of whether a settlement should be approved  
4 requires “basic information about the nature and magnitude of the claims in question and the basis  
5 for concluding that the consideration being paid for the release of those claims represents a  
6 reasonable compromise.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008);  
7 *Clark v. American Residential Serv. LLC*, 175 Cal. App. 4th 785, 802-03 (2009).

8 Courts consider factors such as the strength of the plaintiffs’ claims, the risk and expense of  
9 further litigation, the risk of maintaining class action status through trial, the amount offered in  
10 settlement, the extent of discovery completed, the experience and views of counsel, and the presence  
11 of a government participant.<sup>11</sup> *Dunk*, 48 Cal. App. 4th at 1801. A presumption of fairness exists  
12 where, as here, the settlement is reached “through arm’s-length bargaining,” the “investigation and  
13 discovery are sufficient,” and “counsel is experienced in similar litigation.” *Id.* at 1802.

14 **1. The Vigorously Negotiated Settlement Is Subject to a Presumption of**  
15 **Fairness**

16 The Settlement is subject to the presumption of fairness when it is the product of mediation  
17 and arm’s length settlement negotiations. *Id.* Here, the Parties participated in two private mediation  
18 sessions with the Judge Andler (Ret.), which resulted in a settlement of \$21,500,000.00. *See* Koncius  
19 Decl. ¶¶ 3-7; Johnson Decl. ¶ 6. Plaintiffs and their counsel advocated vigorously on behalf of Class  
20 Members to obtain a settlement that provides more than adequate relief and is in the best interest of  
21 Class Members. *See* Koncius Decl. ¶ 8; Johnson Decl. ¶ 7. The negotiations between the Parties, and  
22 mediator’s recommendation to settle the case for \$21,500,000.00, resulted in a compromise  
23 settlement that is the product of genuine give and take and justified by the case facts.

24 **2. The Investigation and Discovery Conducted**

25 Before initiating this action, Plaintiffs’ counsel conducted a thorough investigation,  
26 including hiring an expert to perform various analyses to confirm the occurrence of the alleged  
27

28 <sup>11</sup> As the government is not a participant in these proceedings, this factor need not be addressed.

1 disclosures on Sutter Health’s website. Ramirez Jones Decl. ¶ 5; Johnson Decl. ¶ 4. The Parties also  
2 conducted extensive discovery. Ramirez Jones Decl. ¶ 11. For example, Plaintiffs propounded  
3 Special Interrogatories, Requests for Admission, and Requests for Production. *Id.* In response to  
4 Plaintiffs’ discovery requests, Sutter Health produced voluminous documents pertaining to source  
5 code on its websites, named Plaintiffs, privacy policies, marketing and advertising agreements and  
6 correspondence, among other documents (which Class Counsel reviewed). *Id.* Plaintiffs also sought  
7 discovery from third parties. *Id.* Plaintiffs also deposed Sutter Health’s corporate representatives  
8 designated to testify on six relevant topics, employees, and computer and damages experts. *Id.*

9 Plaintiffs responded to many written discovery requests, including approximately 91  
10 Requests for Production, more than 50 Requests for Admission, and Form Interrogatories. *See id.*;  
11 Doe I Decl. ¶ 9.b.; Doe II Decl. ¶ 9.b. Plaintiffs also searched for and produced documents related  
12 to this lawsuit and responsive to the Requests for Production. Ramirez Jones Decl. ¶ 11; Doe I Decl.  
13 ¶ 9.c.; Doe II Decl. ¶ 9.c. Additionally, Plaintiffs were deposed, each for at least seven hours.  
14 Ramirez Jones Decl. ¶ 11; Doe I Decl. ¶ 9.d.; Doe II Decl. ¶ 9.d. Plaintiffs’ experts were also  
15 deposed. Ramirez Jones Decl. ¶ 11. This discovery formed the basis for the Parties’ settlement  
16 negotiations and ensured that Plaintiffs entered into the Settlement with a sound understanding of  
17 the issues and risks involved, and helped Plaintiffs achieve the best result for the Class.

18 **3. Class Counsels’ Experience**

19 Plaintiffs and Class Members are represented in this case by counsel who have vast  
20 experience in class action and complex litigation (including medical data privacy class action  
21 litigation), have negotiated numerous other substantial settlements, and have the ability to litigate  
22 this case on a class-wide basis if a fair settlement were not offered. *See* Ramirez Jones Decl. ¶ 25;  
23 Johnson Decl. ¶¶ 9-11. The experience of Class Counsel is set out in their declarations and  
24 summarized as follows:

25 Kiesel Law LLP has a long history of being an advocate for plaintiffs and consumers in class  
26 actions, mass actions, and individual actions, nationally and statewide. Ramirez Jones Decl. ¶ 25. It  
27 has held the lead, liaison, or co-lead positions in a variety of actions. *Id.* In addition, Jeffrey A.  
28 Koncius of Kiesel Law, counsel in this action, has been appointed class counsel in many cases in

1 federal and state courts in California, New York, and New Jersey. Koncius Decl. ¶ 12.

2 Simmons Hanly Conroy LLP and its attorneys have significant experience prosecuting  
3 complex medical privacy class action litigation, and have successfully pursued lawsuits around the  
4 country that assert claims and allege facts similar to Plaintiffs' claims here, concerning the placement  
5 of tracking tools on hospital web-properties. Johnson Decl. ¶¶ 9-10.

6 Class Counsel were satisfied with the Settlement, and ultimate Settlement Agreement, only  
7 after extensive negotiations and thorough investigation into the factual and legal issues raised in this  
8 case. Based upon their experience, Class Counsel views the Settlement favorably. *See* Ramirez Jones  
9 Decl. ¶ 25; Johnson Decl. ¶¶ 8, 13.

10 **4. Summary of the Risks, Expense, Complexity, and Duration of Further**  
11 **Litigation if the Settlement Is Not Approved**

12 There are risks, and certainly will be further litigation, should the Settlement not be approved.  
13 *See* Ramirez Jones Decl. ¶ 26; Johnson Decl. ¶ 12. While Plaintiffs are confident that this case can  
14 be certified as a class action and maintain class action status through trial,<sup>12</sup> there is no guarantee  
15 that they would prevail at class certification nor on the merits. Plaintiffs recognize that Sutter Health  
16 intended to zealously oppose class certification based on, among other things, differences in Class  
17 Members' web browsers, device and cookie settings, knowledge, understandings, and damages.  
18 Plaintiffs also anticipate Sutter Health would have raised numerous defenses and attempted to defeat  
19 or limit Plaintiffs' claims through summary judgment and trial. Even if Plaintiffs prevailed at trial,  
20 Sutter Health would likely appeal, leading to further expense, delay, and uncertainty. The proposed  
21 Settlement eliminates the possibility that Class Members might not recover anything at all, and is  
22 justified by the risk, expense, and uncertainty of further litigation. By obtaining a quality settlement  
23 that provides \$21.5 million in relief to the Class, Plaintiffs secured a guaranteed victory for Class  
24 Members, without further delay.

25 ///

26 ///

27 \_\_\_\_\_

28 <sup>12</sup> At the time settlement was reached, Plaintiffs had already prepared their Mtn. for Class Cert. and, therefore, were in a very good position to evaluate their ability to certify a class.

1                   5.       **The Consideration Being Received for the Release of Class Members’**  
2   **Claims Is Reasonable**

3                   Here, the consideration being received (\$21.5 million non-reversionary fund) for the release  
4 of Class Members’ claims is reasonable in light of the strengths and weaknesses of the claims and  
5 the risks of the particular litigation. A “settlement need not obtain 100 percent of the damages sought  
6 in order to be fair and reasonable.” *Wershba*, 91 Cal. App. 4th at 250. “Compromise is inherent and  
7 necessary in the settlement process. Thus, even if the relief afforded by the proposed settlement is  
8 substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to  
9 a class settlement because the public interest may indeed be served by a voluntary settlement in  
10 which each side gives ground in the interest of avoiding litigation.” *Id.*

11                   At the time this case was settled there were claims for breach of contract and CIPA. Ramirez  
12 Jones Decl. ¶ 29. Plaintiffs’ damages expert at class certification valued a monthly log in to the  
13 patient portal at \$4.62, resulting in contractual damages for Jane Doe I of \$46.20 and for Jane Doe  
14 II of \$101.64. *Id.* ¶ 30. Across the class, the minimum contractual damage would be the monthly  
15 amount of \$4.62 multiplied by the number of unique log ins. At the very least, using the number of  
16 Settlement Class Members (1,585,732) and assuming each one logged into their patient portal one  
17 time during the relevant time period, this amounts to \$7,326,081.84. *Id.* As for CIPA, California  
18 Penal Code section 637.2(a)(1) allows for statutory damages of \$5,000. *Id.* That amount, multiplied  
19 by 1,585,732 Class Members equals \$7,928,660,000. *Id.* While those potential numbers are  
20 immense, they are not a bar to the present settlement. As described above, although Plaintiffs are  
21 confident in their claims and that they could certify a class and prevail at trial, they are acutely aware  
22 of the risks involved versus the benefit of a guaranteed victory for Class Members now. The  
23 difference between the potential recovery and the Settlement has also been the subject of  
24 supplemental briefing by the Parties. *See* Pls.’ Suppl. Br. 6; Def.’s Resp. to Pls.’ Suppl. Br. 5-9.

25                   Furthermore, the Settlement Agreement contains a narrowly tailored and streamlined release  
26 that is limited to claims relating to the subject matter of the litigation: Defendant’s disclosure of  
27 information related to a Settlement Class Member through use of Google Analytics, the Meta pixel,  
28 other cookies, other pixels, web beacons, java script, or other tracking, analytics, and/or advertising

1 technologies on or involved with any of [Sutter Health’s] websites, web domains, webpages, or  
2 portals. Settlement Agreement § 1.25. Class Members who participate in the Settlement (and who  
3 are therefore subject to the release) will still preserve any rights they have to pursue claims against  
4 Sutter Health that are unrelated to the claims in this lawsuit. *See id.* § 3.2. Thus, the release is fairly  
5 tailored to the claims that were or could have been asserted in this action based on the facts alleged  
6 in the complaint. *Amaro v. Anaheim Arena Mgmt.*, 69 Cal. App. 5th 521, 538-39 (2021).  
7 Additionally, the Class release does not include a general release nor a waiver of Civil Code section  
8 1542 on behalf of Class Members. *See id.* § 1.35. Indeed, such waiver applies to the named Plaintiffs  
9 only.

10 Therefore, because the “settlement need not obtain 100 percent of the damages sought in  
11 order to be fair and reasonable” (*Wershba*, 91 Cal. App. 4th at 250), and considering the potential  
12 risks of further litigation, as well as the narrowly tailored release, the \$21.5 million Settlement is  
13 well within the range of reasonableness.

14 **6. Other Factors**

15 *a. The Claims-Made Approach Is Appropriate*

16 To receive compensation under the Settlement, Class Members must submit a claim. A claim  
17 form is appropriate in this case because, as part of the common fund Settlement, Sutter required that  
18 Class Members attest that they logged into their own Sutter Health MyHealthOnline portal account  
19 for purposes relating to their own healthcare, rather than for someone else’s healthcare (e.g. a child,  
20 spouse, or elderly parent). To that end, the proposed claim form requires claimants to attest that  
21 “between June 10, 2015, through March 20, 2020, I logged into Sutter Health’s MyHealthOnline  
22 portal for purposes of addressing my health . . . .”

23 Moreover, the claims process is simple and accessible to Class Members. In fact, the Email  
24 Notice provides a link on which class members can click to file a claim form, and Postcard Notice  
25 provides the settlement website URL where Class Members can also access and file a claim form.  
26 Because Class Members used the Internet to access their health information, using the same format  
27 (the Internet) to access and file a claim form would be the most accessible means to do so.

28 ///

1           Additionally, as noted above, to encourage claims submission, reminder email notices will  
2 be sent to all identified Settlement Class Members who have not yet filed a claim form or requested  
3 exclusion from the Settlement, and who have a valid email address where the initial Email Notice  
4 was not returned as undeliverable. Epiq Decl. ¶ 23.

5                               **b.           The Pro Rata Cap Is Reasonable**

6           Class Members who submit timely and valid Claims can receive their pro rata share of the  
7 Settlement Fund up to \$90. At the outset, the \$90 cap was the subject of extensive negotiation  
8 between the Parties. As one factor, the cap was chosen to avoid a potential windfall to any one Class  
9 Member. Additionally, Defendant maintains that Plaintiffs' claims are meritless and it did nothing  
10 actionable, including that there has been no violation of CIPA. Further, it is not uncommon in cases  
11 with statutory damages that settlements provide for recoveries that are a fraction of what could  
12 theoretically be obtained.

13           Importantly, other capped class action settlements for similar claims have received approval.  
14 *See, e.g., Doe, et al. v. Virginia Mason Medical Center, et al.*, Superior Court for the State of  
15 Washington in and for King County, Case No. 19-2-26674-1 SEA (preliminary approval of class  
16 action settlement against hospital for third party tracking on website with initial cap of \$90 per claim  
17 (RCW 9.35.020(7)); *John Doe and Jane Doe, et al. v. Partners Healthcare System, Inc., et al.*,  
18 Suffolk Superior Court, C.A. No. 1984CV01651-BLS1 (final approval of settlement of class action  
19 alleging third party tracking on health system web property allowing for proportional share of net  
20 fund up to \$100 which included Mass. Wiretap statutory damage amount of \$1,000 pursuant to Mass.  
21 G.L. c. 272 § 99(Q)(1)). Therefore, it is Plaintiffs' experience that capping the amount of individual  
22 claims is not unusual – even outside the two cases cited above in which counsel here were directly  
23 involved. *See, e.g., In re: Equifax Inc. Customer Data Security Breach Litig.*, Case No. 1:17-md-  
24 2800-TWT (N.D. Ga.) (approval of class action settlement that provided absent class members with  
25 the option of either (1) accepting identity theft insurance purchased by the defendant or (2) a direct  
26 payment capped at \$125).

27           Finally, the cap may not be exceeded in any event because if 9.62% of the Class make a  
28 claim, and because it is anticipated that the claims rate may be upwards of 5-10% total, the pro rata

1 amount of the net funds available will be \$90 and every claim above that percentage will result in a  
2 lower pro rata share. *See* Ramirez Jones Decl. ¶¶ 27-28; Epiq Decl. ¶ 26.

3 **B. The Court Should Finally Certify the Settlement Class**

4 Code of Civil Procedure section 382 authorizes the use of the class action “when the question  
5 is one of a common or general interest, of many persons, or when the parties are numerous, and it is  
6 impracticable to bring them all before the court, one or more may sue or defend for the benefit of  
7 all.” Certification of a class “requires proof (1) of a sufficiently numerous, ascertainable class, (2)  
8 of a well-defined community of interest, and (3) that certification will provide substantial benefits  
9 to litigants and the courts, i.e., that proceeding as a class is superior to other methods. [Citations.] In  
10 turn, the ‘community of interest requirement embodies three factors: (1) predominant common  
11 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and  
12 (3) class representatives who can adequately represent the class.’ [Citation].” *In re Tobacco II Cases*,  
13 46 Cal. 4th 298, 313 (2009). The legal standard applicable to a class certification motion is whether  
14 the plaintiff has “established ‘by a preponderance of the evidence that the class action proceeding is  
15 superior to alternate means for a fair and efficient adjudication of the litigation.’ [Citation].” *Sav-On*  
16 *Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 332 (2004). Of note, “[t]he certification  
17 question is ‘essentially a procedural one that does not ask whether an action is legally or factually  
18 meritorious.’ [Citation].” *Id.* at 326. A review of these factors demonstrates that a settlement class  
19 should be finally certified herein.

20 **1. The Settlement Class Is Sufficiently Numerous**

21 Case law indicates that 30 to 40 class members satisfy the numerosity requirement because  
22 at that point, individual joinder is impractical. *Hendershot v. Ready to Roll Transp. Inc.*, 228 Cal.  
23 App. 4th 1213, 1222 (2014) (citing *Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981));  
24 *Collins v. Rocha*, 7 Cal. 3d 232, 235 (1972). Here, there are approximately 1,585,732 Settlement  
25 Class Members, which easily satisfies the numerosity requirement. Ramirez Jones Decl. ¶ 18; Epiq  
26 Decl. ¶ 10.

27 **2. The Settlement Class Is Ascertainable**

28 “The class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set

1 of common characteristics sufficient to allow a member of that group to identify himself as having  
2 a right to recover based on the description.” *Harper v. 24 Hour Fitness, Inc.*, 167 Cal. App. 4th 966,  
3 977 (2008) (citing *Estrada v. FedEx Ground Package Sys., Inc.*, 154 Cal. App. 4th 1, 14 (2007));  
4 *see also Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 980 (2019); *Sav-on*, 34 Cal. 4th at 333 (“[A]  
5 class action is not inappropriate simply because each member of the class may at some point be  
6 required to make an individual showing as to his or her eligibility for recovery.”).

7 In this case, Class Members are individuals who were California residents at the time they  
8 logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their  
9 own healthcare between June 10, 2015, through March 20, 2020. The proposed class definition  
10 clearly describes who it encompasses and offers an objective means of identifying those who will  
11 be included and bound by the results of the litigation. Additionally, Class Members have been  
12 identified and were provided with direct Email or Postcard Notice of the Settlement using Sutter  
13 Health’s records. The existence of records which enables the identification of individual class  
14 members (a circumstance not required or available in every class action) supports a finding of  
15 ascertainability. When coupled with the comprehensive notice program under the Settlement, the  
16 Class definition allowed individual Class Members to determine their Class eligibility and exercise  
17 their rights under the Settlement.

18 **3. The Class Representatives Have Claims or Defenses Typical of the Class**  
19 **and Can Adequately Represent the Class**

20 A class representative’s claims are typical of the class if the individual facts applicable to the  
21 class representative are very similar, but not necessarily identical, to the facts that are common to  
22 the class. *See Classen v. Weller*, 145 Cal. App. 3d 27, 46 (1983); *Richmond v. Dart Indus.*, 29 Cal.  
23 3d 462, 470 (1981). It is sufficient that the class representative is similarly situated so as to have the  
24 motive to litigate on behalf of all class members. *See Classen*, 145 Cal. App. 3d at 45. Furthermore,  
25 “[t]he fact that the class representatives had not personally incurred all of the damages suffered by  
26 each different class member” does not defeat a motion for class certification. *See Wershba*, 91 Cal.  
27 App. 4th at 238.

28 ///

1 Here, Plaintiffs’ claims are typical of the Class in that Plaintiffs are California residents and  
2 Sutter Health patients who logged into the patient portal for purposes relating to their own healthcare.  
3 See Doe I Decl. ¶¶ 2, 4; Doe II Decl. ¶¶ 2, 4. Plaintiffs’ and Class Members’ claims arise from Sutter  
4 Health’s alleged common practice of transmitting PII and PHI to third-party digital marketing  
5 companies. All Class Members’ claims arise from and would be proven by these same facts. Sutter  
6 Health’s alleged common course of conduct gives rise to common claims for all Class Members and  
7 caused the same type of injuries. Moreover, the various causes of action are actionable the moment  
8 that a patient logged into the portal. Finally, Plaintiffs allege the same injury as the other Class  
9 Members, and, because their claims are aligned with the Class Members, Plaintiffs are motivated to  
10 obtain the best possible resolution not only on behalf of themselves, but on behalf of the entire Class.  
11 Doe I Decl. ¶ 15; Doe II Decl. ¶ 15. Therefore, Plaintiffs’ claims are typical of the Class Members’  
12 claims.

13 “Class status may be denied [on the basis of adequacy of representation] only if antagonism  
14 of such a substantial degree is shown that the purpose of class certification would be defeated if the  
15 motion were granted.” *Richmond*, 29 Cal. 3d at 472; see also *Hicks v. Kaufman & Broad Home*  
16 *Corp.*, 89 Cal. App. 4th 908, 925-26 (2001). There are two components of the adequacy requirement:  
17 (1) adequacy of the proposed class representative; and (2) adequacy of proposed class counsel.  
18 Plaintiffs and Class Counsel satisfy both of these requirements.

19 Plaintiffs have no antagonism or conflicts of interest with the proposed class. See Doe I Decl.  
20 ¶ 13; Doe II Decl. ¶ 13; Ramirez Jones Decl. ¶ 16; Johnson Decl. ¶ 14. Plaintiffs’ claims are identical  
21 to the claims of the other Class Members and arise from the same conduct by Sutter Health. Plaintiffs  
22 embraced their responsibilities as class representatives by actively participating in the case by  
23 searching for documents, responding to written discovery, sitting for their depositions, and  
24 communicating with counsel, among other things. Doe I Decl. ¶¶ 9-10; Doe II Decl. ¶¶ 9-10;  
25 Ramirez Jones Decl. at ¶ 17; Johnson Decl. at ¶ 15. Further, Plaintiffs are represented by qualified  
26 and competent counsel who have the experience and resources necessary to competently and  
27 vigorously pursue this action. See Ramirez Jones Decl. ¶ 25; Koncius Decl. ¶ 12; Johnson Decl. ¶¶  
28 9-11. The knowledge and experience of Class Counsel has been essential throughout the course of

1 this Action in ensuring Plaintiffs’ and Class Members’ interests are protected. Therefore, both  
2 Plaintiffs and their counsel are adequate.

3 **4. Common Questions of Law and Fact Predominate.**

4 The predominance requirement is satisfied when questions of law or fact common to the  
5 class predominate over individual questions. *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000).  
6 “A court evaluating predominance ‘must determine whether the elements necessary to establish  
7 liability . . . are susceptible of common proof or, if not, whether there are ways to manage effectively  
8 proof of any elements that may require individualized evidence.’” *Ayala v. Antelope Valley*  
9 *Newspapers, Inc.*, 59 Cal. 4th 522, 533 (2014) (quoting *Brinker Rest. Corp. v. Superior Court*, 53  
10 Cal. 4th 1004, 1024 (2012)). ““The “ultimate question” the element of predominance presents is  
11 whether “the issues which may be jointly tried, when compared with those requiring separate  
12 adjudication, are so numerous or substantial that the maintenance of a class action would be  
13 advantageous to the judicial process and to the litigants.” The answer hinges on “whether the theory  
14 of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove  
15 amenable to class treatment.”” *Nicodemus v. Saint Francis Mem. Hosp.*, 3 Cal. App. 5th 1200, 1218  
16 (2016) (quoting *Brinker*, 53 Cal. 4th at 1021). While in a disputed class certification motion the  
17 predominance element is extremely important, courts apply a “lesser standard of scrutiny in  
18 settlement cases” where the court does not need to concentrate on whether the lawsuit is manageable  
19 for a common trial. *See Dunk*, 48 Cal. App. 4th at 1807 n.19.

20 Here, Plaintiffs have satisfied the predominance requirement for settlement purposes because  
21 this lawsuit centers on common legal questions relating to whether Sutter Health’s disclosure of  
22 patients’ PII and PHI resulting from its use of tracking technologies violates the rights of Class  
23 Members. The Settlement resolves the Parties’ dispute arising from this core issue by providing all  
24 Class Members with relief concerning Sutter Health’s use of tracking technologies on its websites.

25 **5. A Class Action Is the Superior Method of Adjudicating this Litigation.**

26 A class action is the superior method of adjudicating a controversy where there are numerous  
27 affected individuals and the relatively small size of their claims makes it prohibitively expensive to  
28 litigate on an individual basis. *See Keating v. Superior Court*, 31 Cal. 3d 584, 609, (1982), overruled

1 on other grounds in *Southland Corp. v. Keating*, 465 U.S. 1 (1984); *Reyes v. Bd. of Supervisors of*  
2 *San Diego Cnty.*, 196 Cal. App. 3d 1263, 1270 (1987). These circumstances favor the use of the  
3 class action device for vindicating the rights asserted by large groups of people whose claims,  
4 because of their relative size, do not lend themselves to individual litigation, resulting in few or no  
5 individual cases being filed. *See id.* Furthermore, a class action benefits the court and the parties  
6 because it allows the claims of numerous similarly situated class members to be adjudicated in a  
7 single litigation.

8         This case is ideally suited for class adjudication because the class action device allows Class  
9 Members to obtain relief from Sutter Health’s alleged disclosure of patient information via its use  
10 of tracking technology on its websites without patients having to incur significant out-of-pocket  
11 costs associated with individual lawsuits. For most Class Members, the amount at issue is  
12 outweighed by the many tens of thousands of dollars necessary to litigate an individually filed  
13 lawsuit requiring multiple experts—and due to the nature of the alleged conduct, it is likely very few  
14 are aware of the alleged disclosures as is also made clear by the lack of any other pending litigation  
15 against Sutter Health for this same alleged conduct. As a result, even if they did know of the alleged  
16 conduct, most Class Members would not have the resources or financial incentive to pursue these  
17 claims against Sutter Health on an individual basis. Even if such suits were filed, the class action  
18 procedure would alleviate the heavy burden on the Court that would arise from numerous, serial,  
19 individual lawsuits regarding the same issue. The class action device also allows patients to obtain  
20 more prompt relief, as an individual suit filed at this point will take years more. Additionally, the  
21 Settlement eliminates the substantial risk of multiple duplicative lawsuits and ensures that Class  
22 Members’ claims are resolved in the most efficient and cost-effective way possible.

23         For all of these reasons, this case should be certified as a class for settlement purposes.

24 **V. CONCLUSION**

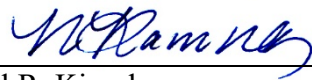
25         For the reasons stated above, Plaintiffs respectfully submit that the Settlement is fair,  
26 reasonable and in the best interests of the Class and should be finally approved, and the Court should  
27 enter Final Judgment.

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DATED: January 30, 2026

**KIESEL LAW LLP**

By:   
\_\_\_\_\_  
Paul R. Kiesel  
Jeffrey A. Koncius  
Nicole Ramirez Jones

**SIMMONS HANLY CONROY LLP**

\_\_\_\_\_  
Jay Barnes [admitted *Pro Hac Vice*]  
An Truong [admitted *Pro Hac Vice*]  
Eric Johnson [admitted *Pro Hac Vice*]

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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 January 30, 2026, I served true copies of the following documents described as **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** 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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San Francisco, CA 94111  
rbunzel@bartkopavia.com  
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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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

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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

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

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

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

Reservation Number: A-258072-038

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

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1 WHEREAS, the above-titled action (“Action”) is a class action brought by Plaintiffs Jane Doe  
2 I and Jane Doe II (“Plaintiffs”) against Defendant Sutter Health (“Defendant” or “Sutter Health”)  
3 (collectively with Plaintiffs, the “Parties”). Plaintiffs’ allegations concern Sutter Health’s use of  
4 tracking technologies on its websites resulting in the disclosure of its patients’ protected health  
5 information.

6 WHEREAS, on October 15, 2025, an Order Granting Plaintiffs’ Motion for Preliminary  
7 Approval of Class Action Settlement (“Preliminary Approval Order”) was entered by this Court,  
8 preliminarily approving the proposed Settlement of this Action pursuant to the terms of the Settlement  
9 Agreement attached hereto as Exhibit 1 and incorporated by this reference (“Settlement Agreement”)  
10 and directing that Notice be given to the members of the Settlement Class. The Settlement Class was  
11 conditionally certified as:

12 All individuals who were California residents at the time they logged into their own  
13 Sutter Health MyHealthOnline portal account for purposes relating to their own  
14 healthcare from June 10, 2015, through March 20, 2020.

14 Excluded from the Settlement Class are: (a) any Judge presiding over this Action, any members of  
15 the Judges’ respective staffs, and immediate members of the Judge’s family; (b) officers and directors  
16 of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which  
17 Defendant has a controlling interest; (c) persons who timely and validly request exclusion from  
18 and/or opt-out of the Settlement Class; and (d) the legal representatives, successors or assigns of any  
19 such excluded persons.

20 WHEREAS, previous versions of a settlement agreement, claim form, email notice, postcard  
21 notice, and long form notice were submitted to the Court in connection with Plaintiffs’ Motion for  
22 Preliminary Approval of Class Action Settlement and Supplemental Brief Regarding Plaintiffs’  
23 Motion for Preliminary Approval of Class Action Settlement. The Settlement Agreement includes  
24 the revisions to the previous versions of the settlement agreement, email notice, and long form notice  
25 recommended by the Court in its June 13, 2025 and September 19, 2025.

26 WHEREAS, pursuant to the Parties’ plan for providing Notice to the Settlement Class (the  
27 “Notice Plan”), the Settlement Class was notified of the terms of the proposed Settlement and of a  
28 Final Approval Hearing to determine: (1) whether the terms and conditions of the Settlement

1 Agreement are fair, reasonable, and adequate; (2) whether the Final Approval Order and Judgment  
2 should be entered; (3) whether the Court should approve the provisions of the Settlement Agreement  
3 with respect to incentive awards; and (4) whether the Court should grant Class Counsel’s application  
4 for the Attorneys’ Fees and Cost Award.

5 WHEREAS, a Final Approval Hearing was held on February 27, 2026. Prior to the Final  
6 Approval Hearing, Class Members were notified of their right to appear at the hearing in support of,  
7 or in opposition to, the proposed Settlement, the Attorneys’ Fees and Cost Award to Class Counsel,  
8 and the payment of incentive awards.

9 NOW, THEREFORE, the Court, having heard the oral presentations made at the Final  
10 Approval Hearing, and having reviewed all of the submissions supporting and objecting to the  
11 proposed Settlement, and having considered the provisions of the Settlement Agreement and having  
12 reviewed the materials in connection therewith,

13 IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

14 1. The Court, for purposes of this Order, adopts all defined terms set forth in the  
15 Settlement Agreement.

16 2. This Court has jurisdiction over the subject matter of this action and over all claims  
17 raised therein and over all Parties to the Action, including the Class Members. This Court also retains  
18 jurisdiction over implementing the terms of the Settlement Agreement, including requiring the filing  
19 of a final report on distributions made to the Class Members.

20 3. The Court finds, solely for purposes of considering this Settlement and for settlement  
21 purposes only, that the requirements of Code of Civil Procedure § 382 and applicable law are  
22 satisfied, including requirements for the existence of a numerous and an ascertainable class, a  
23 community of interest, and manageability of a settlement class, that common issues of law and fact  
24 predominate, and that a settlement class is superior to alternative means of resolving the claims and  
25 disputes at issue in this action.

26 4. For purposes of settlement only, the Court appoints Plaintiffs Jane Doe I and Jane Doe  
27 II as Settlement Class Representatives for the Settlement Class.

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1           5.       For purposes of settlement only, the Court appoints Jeffrey A. Koncius and Nicole  
2 Ramirez Jones of the law firm Kiesel Law LLP, and Jason “Jay” Barnes and Eric Johnson of the law  
3 firm Simmons Hanly Conroy LLP, as Settlement Class Counsel.

4           6.       The Court finds that the Notice Plan and Notice set forth in the Settlement Agreement  
5 and effectuated pursuant to the Preliminary Approval Order conforms with the requirements of Code  
6 of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
7 United States Constitutions, and any other applicable law, and constitutes the best notice practicable  
8 under the circumstances, and constitutes due and sufficient notice to the Settlement Class of the  
9 pendency of this Action, certification of the Settlement Class for settlement purposes only, the terms  
10 of the Settlement Agreement, and the Final Approval Hearing. The Notice provided individual notice  
11 to all Class Members who could be identified by reasonable effort, and by providing due and adequate  
12 notice of the proceedings and of the matters set forth therein to other Class Members.

13           7.       The Court finds that the Settlement has been reached as a result of intensive, serious,  
14 and non-collusive arm’s length negotiations. The Court further finds that the Parties have conducted  
15 thorough investigation and research, and that the attorneys for the Parties are able to reasonably  
16 evaluate their respective positions. The Court also finds that settlement at this time will avoid  
17 additional, substantial costs, as well as avoid the delay and risks that would be presented by the further  
18 prosecution of the action.

19           8.       A full opportunity has been afforded to the Settlement Class to participate in and be  
20 heard at the Final Approval Hearing. The Settlement Class Members also have had a full and fair  
21 opportunity to exclude themselves from the Settlement.

22           9.       The Parties’ Settlement is granted final approval as it meets the criteria for final  
23 settlement approval. The Settlement falls within the range of reasonableness and is valid.

24           10.      The Settlement, as set forth in the Settlement Agreement, is in all respects fair,  
25 reasonable, adequate and in the best interest of the Settlement Class, and it is approved. In  
26 determining that the Settlement is fair, reasonable, and adequate, the Court has considered, among  
27 other things, the strength of Plaintiffs’ claims; the risks, expense, complexity, and likely duration of  
28 further litigation; the risk of maintaining class status through trial; the amount offered in settlement;

1 the extent of discovery completed and the stage of the proceedings; the experience and views of  
2 counsel; and the reaction of the Settlement Class, including the number of objections and requests for  
3 exclusion. The Parties shall effectuate the Settlement Agreement according to its terms.

4 11. For purposes of the Settlement and this Final Approval Order and Judgment, the  
5 Settlement Class shall consist of: All individuals who were California residents at the time they  
6 logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their own  
7 healthcare from June 10, 2015, through March 20, 2020.

8 12. The Class Members who will be bound by the Settlement Agreement and this Final  
9 Approval Order and Judgment shall include all members of the Settlement Class who did not submit  
10 a timely and valid Request for Exclusion. The members of the Settlement Class who have requested  
11 exclusion are identified on Exhibit 2, attached hereto. Because this Action involves protected health  
12 information, Settlement Class Members who have requested exclusion are identified by a truncated  
13 unique ID, rather than their names, to protect their privacy.

14 13. One Class Member has objected to the terms of the Settlement. The Court has  
15 considered the objection and the response submitted by Class Counsel and finds the objection to be  
16 without merit. The objection is overruled, and the Settlement is approved notwithstanding the  
17 objection.

18 14. The Court has reviewed the separate Motion for Attorneys' Fees, Costs, and Incentive  
19 Awards filed on December 9, 2025, together with supporting declarations, which included not just  
20 summaries of the time expended but also the individual time entries lodged with the Court ("Fee  
21 Motion"). Having reviewed the Fee Motion, the Court finds that Kiesel Law LLP and Simmons Hanly  
22 Conroy LLP's lodestar, based on their hourly rates, is reasonable and appropriate based upon the  
23 amount of work performed by Class Counsel, the novelty and difficulty of this action, Class Counsel's  
24 skill and effort in dealing with the complex issues presented by this case, the substantial benefit  
25 obtained for the Class, the risk of the litigation, and public policy considerations. Class Counsel is  
26 hereby awarded attorneys' fees in the amount of \$ \_\_\_\_\_. The Court finds the fee  
27 award in line with other settlements of this nature. The Court has confirmed the reasonableness of the  
28 fee request by conducting a lodestar cross-check. Furthermore, Class Counsel has advised that they

1 expect to perform more work even after entry of the instant order.

2 15. The Court also finds that Class Counsel have incurred unreimbursed litigation costs,  
3 all of which were reasonably incurred in the ordinary course of prosecuting this case and necessary  
4 given the complex nature and scope of the case. The Court finds that Class Counsel are entitled to be  
5 reimbursed for these costs in the amount of \$ \_\_\_\_\_.

6 16. The Court further approves an incentive award of \$ \_\_\_\_\_ to each of the Class  
7 Representatives, Plaintiffs Jane Doe I and Jane Doe II. These incentive awards are justified by: (i)  
8 the risks Plaintiffs faced in bringing this lawsuit; (ii) the amount of time and effort spent on this case  
9 by Plaintiffs; and (iii) the benefits Plaintiffs helped obtain for the Settlement Class.

10 17. The Court also finds that Epiq Class Action & Claims Solutions, Inc. has thus far  
11 performed the notice and claims administration services so as to effectuate the terms of the Settlement  
12 and as ordered by this Court. As a result, the Court finds that Epiq may recover up to \$445,000 in  
13 reasonable fees and costs in connection with the current scope of administration of the settlement  
14 including providing notice to the Class Members, reviewing and processing Class Member claims,  
15 and distributing the Settlement proceeds.

16 18. The attorneys' fees, costs and incentive awards set forth in this Order shall be paid and  
17 distributed in accordance with the terms of the Settlement Agreement.

18 19. As of the Effective Date, the Plaintiffs and all members of the Settlement Class shall  
19 have, by operation of this Final Approval Order and Judgment, fully, finally, and forever released,  
20 relinquished, and discharged Defendant Sutter Health from all Released Claims pursuant to Section  
21 3.2 of the Settlement Agreement. Upon the Effective Date, Plaintiffs and all members of the  
22 Settlement Class shall be permanently barred from the institution or prosecution of any and all claims  
23 released under the terms of the Settlement Agreement.

24 20. This Order, the Preliminary Approval Order, the Settlement Agreement, the  
25 Settlement which it reflects, and any and all acts, statements, documents, or proceedings relating to  
26 the Settlement are not, and shall not be construed as, or used as an admission by or against Defendant  
27 or any other Released Parties of any fault, wrongdoing, or liability on their part, or of the validity of  
28 any Released Claims or of the existence or amount of damages, and shall not be offered or admitted

1 into evidence or referred to in any way (orally or in writing) in any other action, arbitration, or other  
2 proceeding, except as allowed by Cal. Evid. Code § 1152, FRE 408, and other similar rules.

3 21. The Court hereby orders the Settlement Administrator to administer the remaining  
4 claims procedures and make Settlement payments in accordance with the terms of the Settlement  
5 Agreement.

6 22. Any residual funds remaining in the Net Settlement Fund after administration of the  
7 Settlement Agreement and all reasonable efforts to distribute Settlement payments to Settlement  
8 Class Members have been exhausted will be divided evenly and donated *cy pres* to Privacy Rights  
9 Clearinghouse and the AHIMA Foundation. The Court further finds that these *cy pres* recipients have  
10 a substantial nexus to the interests of the Settlement Class and that the *cy pres* distribution complies  
11 with Code of Civil Procedure § 384(b) in that both organizations are dedicated to ensuring the privacy  
12 of consumer health data.

13 23. This Final Approval Order and Judgment is intended to be a final disposition of the  
14 Action in its entirety and is intended to be immediately appealable and fully and finally resolves all  
15 claims in this Action.

16 24. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give  
17 notice of this Final Approval Order and Judgment to all Class Members by posting the Final Approval  
18 Order and Judgment on the Settlement website after the date of entry. No individualized notice shall  
19 be required to the Settlement Class.

20 25. The Court sets a settlement compliance hearing on \_\_\_\_\_, 2026, at 10:30 a.m. At  
21 least 15 days prior to the settlement compliance hearing, Class Counsel shall file a declaration  
22 regarding the status of the distribution of the settlement funds.

23 **IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

24  
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27 \_\_\_\_\_  
The Hon. Lauri A. Damrell  
Judge of the Sacramento Superior Court

# **EXHIBIT “1”**

1 Paul R. Kiesel, State Bar No. 119854  
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18 Attorneys for Defendant SUTTER HEALTH

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

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           2.4.     Payments/Withdrawals from the Settlement Fund: No amounts may be withdrawn  
2 from the Settlement Fund unless expressly authorized by the Agreement, or as may be approved  
3 by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable  
4 Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced  
5 without further order of the Court. The Settlement Administrator shall provide Class Counsel and  
6 Defendant’s Counsel with seven (7) days’ prior written notice prior to making any withdrawal or  
7 other payment from the Settlement Fund before the Effective Date.

8           2.5.     Payments to Settlement Class Members with Approved Claims: The Settlement  
9 Administrator, subject to such supervision and direction of the Court and Class Counsel as may be  
10 necessary or as circumstances may require, shall administer and oversee distribution of the  
11 Settlement Fund to Settlement Class Members with Approved Claims pursuant to this Agreement.

12           2.6.     Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement  
13 Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by  
14 the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall  
15 indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation,  
16 taxes payable by reason of any such indemnification payments). The Parties and their respective  
17 counsel have made no representation or warranty with respect to the tax treatment by any Plaintiff  
18 or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or  
19 derived from or made pursuant to the Settlement Fund. Each Plaintiff and Settlement Class  
20 Member shall be solely responsible for the federal, state, and local tax consequences to him, her,  
21 or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

22           2.7.     The Settlement Administrator will pay or cause to be paid the following:  
23 (a) Approved Claims for benefits submitted by Settlement Class Members pursuant to Section 2.9  
24 below; (b) the Notice and Other Administrative Costs actually incurred by the Settlement  
25 Administrator as described in Section 4 below; (c) any Fee Award, as may be ordered by the Court  
26 and as described in Section 8.1 below; and (d) any incentive awards to Doe I and II, as may be  
27 ordered by the Court and as described in Section 8.3 below.

28

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 2.11. Review of Claims: The Settlement Administrator will be responsible for reviewing  
2 all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim  
3 Form that does not comply in any material respect with the instructions on the Claim Form or the  
4 terms of this Agreement, or is submitted after the Claims Deadline.

5 2.12. Payment Benefit – Uncleared Checks: Those Settlement Class Members whose  
6 payment checks are not cleared within one hundred eighty (180) days after issuance will have their  
7 checks voided and will be ineligible to receive a payment settlement benefit and Defendant will  
8 have no further obligation to make any payment pursuant to this Settlement Agreement or  
9 otherwise to such Settlement Class members.

10 2.13. Cy Pres Donation: As further consideration received by the Settlement Class  
11 Members, any residual funds remaining in the Net Settlement Fund after administration of the  
12 Settlement Agreement will be divided evenly and donated as *cy pres* to Privacy Rights  
13 Clearinghouse and the AHIMA Foundation, which are both non-sectarian, not-for-profit  
14 organizations; or, if either Privacy Rights Clearinghouse or the AHIMA Foundation does not  
15 provide the required declaration or is not approved by the Court as a *cy pres* recipient, another  
16 non-sectarian, not-for-profit organization recommended by the Parties and approved by the Court.  
17 The donation to Privacy Rights Clearinghouse will be contingent on submission of a declaration  
18 by it that any funds received by Privacy Rights Clearinghouse will be used exclusively for its  
19 California state-wide advocacy work related to data privacy, and will not be used to fund  
20 litigation. The donation to the AHIMA Foundation will be contingent on submission of a  
21 declaration by it that any funds received by AHIMA Foundation will be used exclusively for its  
22 work on promoting digital health literacy and will not be used to fund litigation. Neither Class  
23 Counsel nor Defendant’s Counsel has any personal interest in Privacy Rights Clearinghouse, or  
24 the AHIMA Foundation.

25 ARTICLE III

26 (Release)

27 3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and  
28 final disposition of the Action and any and all Released Claims, as against all Released Parties.

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](http://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—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 5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to  
2 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.  
3 The Settlement Administrator will reject any claim that does not comply in any material respect  
4 with the instructions on the Claim Form or the terms above, or is submitted after the Claims  
5 Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must  
6 be given a notice of the Claim Form’s deficiency and an opportunity to cure the deficiency within  
7 twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any  
8 Person who has submitted a Claim Form to obtain additional information necessary to verify the  
9 Claim Form. Epiq shall not be required to send such notice where such Claim Form is being  
10 rejected on the basis of it being a fraudulent claim and Counsel for the Parties agree.

11 5.3. Class Counsel and Defendant’s Counsel may meet and confer to resolve any denied  
12 Claims. If Class Counsel and Defendant’s Counsel jointly recommend payment of the rejected  
13 Claim, then Defendants’ Counsel shall inform the Settlement Administrator to pay said Claim. If  
14 Class Counsel and Defendant’s Counsel disagree as to whether a Claim should be paid, they shall  
15 so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall  
16 make a final determination as to whether the Claim shall be paid.

17 5.4. In the exercise of its duties outlined in this Agreement, the Settlement  
18 Administrator shall have the right to reasonably request additional information from the Parties or  
19 any Settlement Class Member.

20 5.5. The Settlement Administrator will pay any taxes owed due to the Settlement Fund  
21 from the Settlement Fund.

22 5.6. The Settlement Administrator will pay any residual funds in the Settlement Fund to  
23 the Court approved cy pres recipient(s).

24 ARTICLE VI

25 (Termination of Settlement)

26 6.1. Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on  
27 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing  
28 written notice of the election to do so (“Termination Notice”) to all other Parties hereto within

1 twenty-one (21) days of any of the following events: (a) the Court's refusal to grant Preliminary  
2 Approval of this Agreement in any material respect; (b) the Court's refusal to grant final approval  
3 of this Agreement in any material respect; (c) the Court's refusal to enter the Final Judgment in  
4 this Action in any material respect; (d) the date upon which the Final Judgment is modified or  
5 reversed in any material respect by the Court of Appeal or the Supreme Court; or (e) the date upon  
6 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or  
7 reversed in any material respect by the Court of Appeal or the Supreme Court.

8 6.2. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the  
9 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class  
10 Counsel within seven (7) days if more than an agreed upon number of the total Settlement Class  
11 Members exercise their right to opt out of the Settlement. Such number will be set forth in a  
12 separate, signed document by the Parties and is part of this Agreement and the Parties will  
13 confidentially advise the Court of this part of the Agreement.

14 6.3. The Parties agree that the Court's failure to approve, in whole or in part, the  
15 attorneys' fees payment to Class Counsel and/or the incentive awards set forth in Paragraph 8  
16 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for  
17 termination. The procedures for any application for approval of attorneys' fees, expenses, or  
18 incentive awards are to be considered by the Court separately from the Court's consideration of  
19 the fairness, reasonableness, and adequacy of the Settlement.

20 ARTICLE VII

21 (Preliminary Approval Order and Final Approval Order)

22 7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall  
23 submit this Agreement together with its Exhibits to the Court and shall move the Court for  
24 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement  
25 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;  
26 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date  
27 and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A,  
28 B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without

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 9.2. If some or all of the conditions specified in Paragraph 9.1 are not met, or in the  
2 event that this Agreement is not approved by the Court, or the settlement set forth in this  
3 Agreement is terminated or fails to become effective in accordance with its terms, then this  
4 Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class  
5 Representatives, Class Counsel, and Defendant mutually agree in writing to proceed with this  
6 Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material  
7 breach within thirty (30) days of notice, any other Party, provided that it is in substantial  
8 compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the  
9 Settling Parties.

10 9.3. If this Agreement is terminated or fails to become effective for the reasons set forth  
11 in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in  
12 the Action as of the date of the signing of this Agreement including, but not limited to, any  
13 calculation of the five-year rule. In such event, any Final Judgment or other order entered by the  
14 Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc,  
15 and the Parties shall be returned to the status quo ante with respect to the Action as if this  
16 Agreement had never been entered into.

17 ARTICLE X

18 (Miscellaneous Provisions)

19 10.1. The Parties: (a) acknowledge that it is their intent to consummate this Settlement  
20 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the  
21 extent reasonably necessary to effectuate and implement all terms and conditions of this  
22 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and  
23 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through  
24 any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another  
25 in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order,  
26 and the Final Judgment, and promptly to agree upon and execute all such other documentation as  
27 may be reasonably required to obtain final approval of the Agreement.

28

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  
the Class

10 DATED: \_\_\_\_\_

SUTTER HEALTH

11  
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: <sup>Signed by:</sup>  
  
\_\_\_\_\_  
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

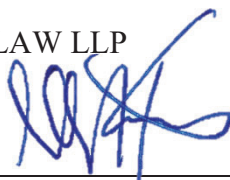
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14

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

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# **EXHIBIT “A”**

*Jane Doe I and Jane Doe II, et al. v. Sutter Health*  
In the Superior Court of California County of Sacramento, Case No. 34-2019-00258072  
**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before Month DD, 20YY, or submitted online by Month DD, 20YY.**

Please read the full notice of this settlement (available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)) carefully before filling out this Claim Form. To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit a claim at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**MAIL:** Sutter Health Analytics Litigation  
Settlement Administrator  
P.O. Box XXXX  
Portland, OR 972XX-XXXX

**PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	MI	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS		
<input type="text"/>		
CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS		
<input type="text"/>		
UNIQUE NOTICE ID		
<input type="text"/>		

**POTENTIAL CASH PAYMENT:** You may be eligible to receive a cash payment of a pro rata share of the available settlement funds not to exceed Ninety Dollars (\$90.00) if you logged into Sutter Health’s MyHealthOnline portal for purposes of addressing your health from June 10, 2015, through March 20, 2020.

Your cash payment will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Venmo	<input type="checkbox"/>	Venmo Username:	<input type="text"/>
PayPal	<input type="checkbox"/>	PayPal Email:	<input type="text"/>
Zelle	<input type="checkbox"/>	Zelle Email:	<input type="text"/>

**PART TWO: ATTESTATION**

I affirm under the laws of the United States of America and the State of California that between June 10, 2015, through March 20, 2020, I logged into Sutter Health’s MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court.

<input style="width: 95%; height: 30px;" type="text"/>	DATE: <input type="text"/> - <input type="text"/> - <input type="text"/>
SIGNATURE	MM DD YYYY

**Please keep a copy of your Claim Form for your records.**  
**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

# **EXHIBIT “B”**

From: EMAIL ADDRESS  
To: EMAIL ADDRESS  
Re: Court Ordered Notice of Class Action Settlement

<<Unique ID>> <<PIN>>

*Jane Doe I and Jane Doe II v. Sutter Health*, Case No. 34-2019-00258072  
Superior Court of California, County of Sacramento

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

**You can learn more at: [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or file a Claim Form [here](#).**

A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to participate, opt out, object, or do nothing.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund, not to exceed to \$90.

**Other Payments.** The Settlement Fund will also be used to pay the notice and administration expenses (estimated to be between \$385,000 and \$445,000), approved attorneys’ fees and costs (Class Counsel may request up to \$7,095,000 in fees plus reimbursement of costs and expenses estimated to be \$208,990.21), Incentive Awards (Class Representatives may each request up to \$10,000), and timely and valid Claims.

**Cy Pres Distribution of the Residual Settlement Funds.** Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

**How Do I Get a Payment?** You must submit a timely and valid Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the legal claims covered by the releases. These releases, described in more detail in Article III and the definitions in Article I of the Settlement Agreement, will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties' respective websites, web domains, webpages, or portals. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement and any judgments and orders.

**Who Represents Me?** The Court has appointed lawyers to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement and How To Obtain Additional Information?** The Court will hold the Final Approval Hearing at **9:00 a.m. on February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so. After entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**This notice is a summary.** Learn more [here](#) or call toll-free at 1-XXX-XXX-XXXX.

**Si desea recibir esta notificación en español, llámenos o visite nuestra página web:**  
**[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

# **EXHIBIT “C”**

Sutter Health Analytics Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**BARCODE  
NO-PRINT  
ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

*Jane Doe I and Jane Doe II, et al. v. Sutter Health,*  
Case No. 34-2019-00258072-CU-BT-GDS,  
Superior Court of California, Sacramento County

**If you were a California resident when  
you logged into your own Sutter Health  
MyHealthOnline portal account  
between June 10, 2015, and March 20,  
2020, for purposes related to your own  
healthcare, you may be entitled to a  
cash payment from a Settlement.**

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

**Si desea recibir esta notificación en español,  
llámenos o visite nuestra página web:  
[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

A settlement has been reached in a class action lawsuit involving claims that Sutter Health (“Defendant”) disclosed patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of its use of third-party tracking technologies on certain webpages, including the login webpage for its MyHealthOnline portal (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Sutter Health denies the claims and any wrongdoing or liability, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a Claim Form, which if timely and valid, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90. The Settlement Fund will be used to pay notice and administrative expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

**How Do I Get a Payment?** You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out in writing, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the covered claims. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement, any orders and Final Judgment.

**Who Represents Me?** The Court appointed lawyers to represent the Settlement Class, called Class Counsel. You will not be charged for these lawyers. You may hire your own lawyer in this lawsuit at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing on **February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so.

**This notice is a summary.** Learn more at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), or call toll-free 1-XXX-XXX-XXXX.

<<UNIQUE ID>> <<PIN CODE>>

# **EXHIBIT “D”**

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.
- You are included in the Settlement Class if you were a California resident at the time you logged into your Sutter Health MyHealthOnline portal account for purposes relating to your own healthcare from June 10, 2015, through March 20, 2020.
- If you are a Settlement Class Member, you are eligible to submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

**Read this notice carefully. Your legal rights are affected whether you act, or don’t act.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The <b>only</b> way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights to sue for claims covered by the releases in the Settlement Agreement	

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and costs, and Incentive Awards. Cash payments will not be provided unless the Court approves the Settlement.

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

## Basic Information

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this proposed class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento is overseeing this proposed class action. The lawsuit is called *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “lawsuit”). The people who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the entity being sued, Sutter Health, is the “Defendant.”

### 2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who allegedly have similar claims. In a class action, one court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

### 3. What is this lawsuit about?

Plaintiffs allege that Sutter Health violated the California Invasion of Privacy Act (California’s wiretap law) and breached contractual obligations to its patients by disclosing patients’ PII and/or PHI to third parties like Facebook and Google, as a result of its use of third-party tracking, analytics, and/or advertising technologies on certain of its webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared).

Sutter Health denies Plaintiffs’ claims in the lawsuit, including but not limited to, denies that any patient information was shared with unauthorized third parties, denies any PII or PHI was shared with unauthorized third parties, denies that any violations or breach of any kind took place, and maintains that it did nothing wrong.

### 4. Why is there a Settlement?

Plaintiffs and Sutter Health do not agree about the claims in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Sutter Health. Instead, the Plaintiffs and Sutter Health have agreed to settle the lawsuit because of the settlement benefits available and the risks and uncertainty associated with continuing the lawsuit. The settlement does **NOT** mean that Sutter Health did anything wrong and there is no admission of any liability.

## Who’s Included in the Settlement?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all individuals who were California residents at the time they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

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

Excluded from the Settlement Class are: (1) any Judge presiding over this lawsuit, any members of the Judge's respective staffs, and immediate members of the Judge's family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

## **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a settlement class member, you may go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call toll-free 1-XXX-XXX-XXXX.

### **The Settlement Benefits**

## **8. What does the Settlement provide?**

A \$21.5 million Settlement Fund will be established to pay costs of notice and administration for the Settlement (estimated to be between \$385,000 and \$445,000), Incentive Awards to the Class Representatives (each may request up to \$10,000), payment of Class Counsel's Attorneys' Fees Award (they may request up to \$7,095,000) and Reimbursement of Expenses (estimated to be \$208,990.21), and payment of claims.

If you are a Settlement Class Member, you can submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, entitles you to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

A detailed description of the Settlement benefits can be found in the Settlement Agreement at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

## **9. How much will my cash payment be?**

The actual monetary amount paid to each Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. Cash payments will not exceed \$90. Cash payments will not be provided to Settlement Class Members unless and until the Court approves the Settlement, and it becomes final.

## **10. When will I get my cash payment?**

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final after any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle. All checks will expire and become void 180 days after they are issued.

### **How to Get Benefits**

## **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive a cash payment as described above. You must submit a Claim Form either online at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by 11:59 p.m. PST on **MONTH**

**DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

When filing a Claim Form you must provide the UniqueID located on the Notice you received by postcard or email. If you are unable to locate your UniqueID, please call **call - - -**.

## **12. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

## **Remaining in the Settlement**

## **13. What am I giving up to receive a cash payment or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about any of the alleged circumstances and issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

## **14. What are the Released Claims?**

The Released Claims will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties’ respective websites, web domains, webpages, or portals. The Released Claims and the Release are described in more detail in Article III and the definitions in Article I of the Settlement Agreement, so please read these sections carefully. The Settlement Agreement is available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). If you have any questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **15. What happens if I do nothing at all?**

If you do nothing, you will not get a cash payment from this Settlement. Additionally, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Parties for the Released Claims, unless you exclude yourself by opting-out of the Settlement.

## The Lawyers Representing You

### 12. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeffrey A. Koncius and Nicole Ramirez Jones with the law firm Kiesel Law LLP, along with Jason “Jay” Barnes and Eric Johnson with the law firm Simmons Hanly Conroy LLP, as Class Counsel to represent you and the other Settlement Class Members for purposes of this Settlement only. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

### 13. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to \$7,095,000 of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve Incentive Awards for the Class Representatives of up to \$10,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses, and the Incentive Awards, will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses, and Incentive Awards, will be made available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) after it is filed with the Court.

## Excluding Yourself from the Settlement

### 14. How do I opt-out of the Settlement?

To opt-out (exclude yourself) from the Settlement, you must mail a written request for exclusion, which includes the following information:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement in any form that indicates your intent to request to be excluded from the Settlement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of settlement class members or multiple settlement class members where the opt-out hasn’t been signed by each and every individual settlement class member will not be allowed.

### 15. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the claims being resolved by this Settlement and the Releases relating to the lawsuit will apply to you, and you will be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties for the claims being resolved by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**16. If I opt-out, can I get anything from this Settlement?**

No. If you opt-out, you will not be entitled to receive a cash payment. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

**Objecting to the Settlement**

**17. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court why you do not agree with all or any part of the Settlement.

To object in writing, you must file an objection with the Court by **MONTH DD, 20YY**, and serve on Class Counsel and Sutter Health’s Counsel by hand, U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement Class Member;
- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak; and
- 7) If you or your lawyer has objected to any class action settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

File the objection with the Court and mail a copy to these two different places postmarked no later than **\_\_\_\_, 202\_**.

Court	Class Counsel	Defendant’s Counsel
Clerk of Court Sacramento Superior Court 720 9 <sup>th</sup> Street, Dept. 22 Sacramento, CA 95814	Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910	Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111

You can also appear and object at the Final Approval Hearing, regardless of whether you have submitted written objections.

## **18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

### **The Court's Final Approval Hearing**

## **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at 9:00 a.m. on **February 27, 2026**, before the Honorable Lauri A. Damrell in Dept. 22 at the Sacramento Superior Court, 720 9<sup>th</sup> Street, Sacramento, CA 95814. At the hearing, the Court will consider whether to give final approval based on the Settlement being fair, reasonable, adequate, and in the best interest of the Settlement Class; consider Class Counsel's request for attorneys' fees, costs, and expenses; and consider the request for Incentive Awards to the Class Representatives.

If there are objections that were filed by the deadline or made at the Final Approval Hearing, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) to confirm the date and time of the Final Approval Hearing have not changed. After entry, copies of the Order Granting Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website.

## **20. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

You may attend the Final Approval Hearing remotely. If you wish to attend the Final Approval Hearing remotely, you can join via the Department's zoom link or phone number and provide the following access information for the appropriate Department in the Notice:

### **Department 22:**

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

## **21. May I speak at the Final Approval hearing?**

Yes. You can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you may file a Notice of Intention to Appear and specifically include a statement whether you or your lawyer will appear at the Final Approval Hearing. Regardless of whether you file a Notice of Intention to Appear, the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak.

## Getting More Information

### 22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other related documents, including, but not limited to, after entry the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment, will be available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). You may get additional information at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.**

**EXHIBIT “2”**



**Exclusion Report**  
***Doe I and Doe II v. Sutter Health***

<b>Number</b>	<b>TN</b>
1	**9140
2	**5823
3	**9426
4	**0655
5	**5544
6	**3963
7	**6249
8	**7970
9	**2770
10	**8817
11	**7517
12	**9016
13	***6428
14	***4012
15	***3253
16	***6901
17	***2585
18	***5577
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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 January 30, 2026, I served true copies of the following documents described as **[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

1 Paul R. Kiesel, State Bar No. 119854  
    *kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
    *koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
    *ramirezjones@kiesel.law*  
4 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
5 Beverly Hills, CA 90211-2910  
Tel.: 310-854-4444  
6 Fax: 310-854-0812

7 Jason 'Jay' Barnes [*Pro Hac Vice*]  
    *jaybarnes@simmonsfirm.com*  
8 Eric S. Johnson [*Pro Hac Vice*]  
    *ejohnson@simmonsfirm.com*  
9 **SIMMONS HANLY CONROY LLP**  
One Court Street  
10 Alton, IL 62002  
Tel.: 618-259-2222

An Truong [*Pro Hac Vice*]  
    *atruong@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
Tel.: 212-784-6400  
Fax: 212-213-5949

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By: \_\_\_\_\_ A. Gray Deputy

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  
themselves and all others similarly situated,  
16  
    Plaintiffs,  
17  
    v.  
18 SUTTER HEALTH,  
19  
    Defendant.

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

**DECLARATION OF JEFFREY A.  
KONCIUS IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

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

Reservation Number: A-258072-038

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

**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 Final Approval of Class Action Settlement. 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. Before the Motion for Class Certification was argued or decided, the Parties participated in two private mediation sessions with Judge Andler (Ret.) of JAMS, a well-respected class action mediator.

4. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged mediation briefing, as well as further details on issues relevant to the issues of class certification and the merits of the case, such that the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

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

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

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

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

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9. The negotiations between the Parties, and mediator’s recommendation to settle the case for \$21,500,000.00, resulted in a compromise settlement that is the product of genuine give and take and justified by the case facts.

10. Over the ensuing months, the Parties reached agreement on the remaining material terms of the settlement, and finalized the Class Action Settlement Agreement and related documents (“Settlement Agreement”). Attached hereto as **Exhibit “1”** is a true and correct copy of the executed Settlement Agreement.

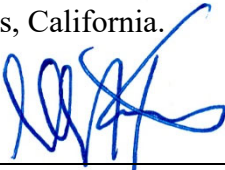
11. The Parties entered into the Settlement Agreement for the benefit of the Class without negotiating or agreeing to the amounts of attorneys’ fees and costs.

12. I have been appointed class counsel in many cases both in federal and state courts in California, New York, and New Jersey.

13. I attempted to reach Mr. Lewandowski by phone, but his voicemail was full, and then by fax, but the number indicated on his letterhead would not accept a fax.

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

Executed on January 30, 2026, at Beverly Hills, California.



\_\_\_\_\_  
Jeffrey A. Koncius

# **EXHIBIT “1”**

1 Paul R. Kiesel, State Bar No. 119854  
*kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
*koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
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4 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
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6 Tel.: 310-854-4444 / Fax: 310-854-0812

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Jason Barnes, State Bar No. 362776  
*jaybarnes@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
One Court Street  
Alton, IL 62002  
Tel.: 618-259-2222

10 Attorneys for Plaintiffs JANE DOE I and JANE DOE II

11 ROBERT H. BUNZEL (SBN 99395)  
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12 MICHAEL D. ABRAHAM (SBN 125633)  
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14 KERRY DUFFY (SBN 233160)  
*kduffy@bartkolaw.com*  
15 **BARTKO PAVIA LLP**  
1100 Sansome Street  
16 San Francisco, California 94111  
Telephone: (415) 956-1900  
17 Facsimile: (415) 956-1152

18 Attorneys for Defendant SUTTER HEALTH

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           2.4.     Payments/Withdrawals from the Settlement Fund: No amounts may be withdrawn  
2 from the Settlement Fund unless expressly authorized by the Agreement, or as may be approved  
3 by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable  
4 Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced  
5 without further order of the Court. The Settlement Administrator shall provide Class Counsel and  
6 Defendant’s Counsel with seven (7) days’ prior written notice prior to making any withdrawal or  
7 other payment from the Settlement Fund before the Effective Date.

8           2.5.     Payments to Settlement Class Members with Approved Claims: The Settlement  
9 Administrator, subject to such supervision and direction of the Court and Class Counsel as may be  
10 necessary or as circumstances may require, shall administer and oversee distribution of the  
11 Settlement Fund to Settlement Class Members with Approved Claims pursuant to this Agreement.

12           2.6.     Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement  
13 Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by  
14 the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall  
15 indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation,  
16 taxes payable by reason of any such indemnification payments). The Parties and their respective  
17 counsel have made no representation or warranty with respect to the tax treatment by any Plaintiff  
18 or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or  
19 derived from or made pursuant to the Settlement Fund. Each Plaintiff and Settlement Class  
20 Member shall be solely responsible for the federal, state, and local tax consequences to him, her,  
21 or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

22           2.7.     The Settlement Administrator will pay or cause to be paid the following:  
23 (a) Approved Claims for benefits submitted by Settlement Class Members pursuant to Section 2.9  
24 below; (b) the Notice and Other Administrative Costs actually incurred by the Settlement  
25 Administrator as described in Section 4 below; (c) any Fee Award, as may be ordered by the Court  
26 and as described in Section 8.1 below; and (d) any incentive awards to Doe I and II, as may be  
27 ordered by the Court and as described in Section 8.3 below.

28

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](http://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—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 twenty-one (21) days of any of the following events: (a) the Court’s refusal to grant Preliminary  
2 Approval of this Agreement in any material respect; (b) the Court’s refusal to grant final approval  
3 of this Agreement in any material respect; (c) the Court’s refusal to enter the Final Judgment in  
4 this Action in any material respect; (d) the date upon which the Final Judgment is modified or  
5 reversed in any material respect by the Court of Appeal or the Supreme Court; or (e) the date upon  
6 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or  
7 reversed in any material respect by the Court of Appeal or the Supreme Court.

8 6.2. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the  
9 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class  
10 Counsel within seven (7) days if more than an agreed upon number of the total Settlement Class  
11 Members exercise their right to opt out of the Settlement. Such number will be set forth in a  
12 separate, signed document by the Parties and is part of this Agreement and the Parties will  
13 confidentially advise the Court of this part of the Agreement.

14 6.3. The Parties agree that the Court's failure to approve, in whole or in part, the  
15 attorneys’ fees payment to Class Counsel and/or the incentive awards set forth in Paragraph 8  
16 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for  
17 termination. The procedures for any application for approval of attorneys’ fees, expenses, or  
18 incentive awards are to be considered by the Court separately from the Court’s consideration of  
19 the fairness, reasonableness, and adequacy of the Settlement.

20 ARTICLE VII

21 (Preliminary Approval Order and Final Approval Order)

22 7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall  
23 submit this Agreement together with its Exhibits to the Court and shall move the Court for  
24 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement  
25 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;  
26 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date  
27 and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A,  
28 B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without

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

*Jane Doe I*

Jane Doe I, individually and as representative of  
the Class

6 DATED: \_\_\_\_\_

JANE DOE II

\_\_\_\_\_  
Jane Doe II, individually and as representative of  
the Class

10 DATED: \_\_\_\_\_

SUTTER HEALTH

By: \_\_\_\_\_  
Jonathan Ma, Chief Financial Officer

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

16 DATED: \_\_\_\_\_

KIESEL LAW LLP

By: \_\_\_\_\_  
Jeffrey A. Koncius  
Attorneys for Plaintiffs

20 DATED: \_\_\_\_\_

SIMMONS HANLY CONROY LLP

By: \_\_\_\_\_  
Jay Barnes  
Attorneys for Plaintiffs

24 DATED: \_\_\_\_\_

BARTKO PAVIA LLP

By: \_\_\_\_\_  
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: <sup>Signed by:</sup>  
  
\_\_\_\_\_  
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

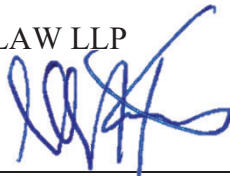
13

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 “A”**

*Jane Doe I and Jane Doe II, et al. v. Sutter Health*  
In the Superior Court of California County of Sacramento, Case No. 34-2019-00258072  
**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before Month DD, 20YY, or submitted online by Month DD, 20YY.**

Please read the full notice of this settlement (available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)) carefully before filling out this Claim Form. To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit a claim at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**MAIL:** Sutter Health Analytics Litigation  
Settlement Administrator  
P.O. Box XXXX  
Portland, OR 972XX-XXXX

**PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	MI	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS		
<input type="text"/>		
CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS		
<input type="text"/>		
UNIQUE NOTICE ID		
<input type="text"/>		

**POTENTIAL CASH PAYMENT:** You may be eligible to receive a cash payment of a pro rata share of the available settlement funds not to exceed Ninety Dollars (\$90.00) if you logged into Sutter Health’s MyHealthOnline portal for purposes of addressing your health from June 10, 2015, through March 20, 2020.

Your cash payment will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Venmo	<input type="checkbox"/>	Venmo Username:	<input type="text"/>
PayPal	<input type="checkbox"/>	PayPal Email:	<input type="text"/>
Zelle	<input type="checkbox"/>	Zelle Email:	<input type="text"/>

**PART TWO: ATTESTATION**

I affirm under the laws of the United States of America and the State of California that between June 10, 2015, through March 20, 2020, I logged into Sutter Health’s MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court.

<input style="width: 95%; height: 30px;" type="text"/>	DATE: <input type="text"/> - <input type="text"/> - <input type="text"/>
SIGNATURE	MM DD YYYY

**Please keep a copy of your Claim Form for your records.**  
**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

# **EXHIBIT “B”**

From: EMAIL ADDRESS  
To: EMAIL ADDRESS  
Re: Court Ordered Notice of Class Action Settlement

<<Unique ID>> <<PIN>>

*Jane Doe I and Jane Doe II v. Sutter Health*, Case No. 34-2019-00258072  
Superior Court of California, County of Sacramento

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

**You can learn more at: [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or file a Claim Form [here](#).**

A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to participate, opt out, object, or do nothing.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund, not to exceed to \$90.

**Other Payments.** The Settlement Fund will also be used to pay the notice and administration expenses (estimated to be between \$385,000 and \$445,000), approved attorneys’ fees and costs (Class Counsel may request up to \$7,095,000 in fees plus reimbursement of costs and expenses estimated to be \$208,990.21), Incentive Awards (Class Representatives may each request up to \$10,000), and timely and valid Claims.

**Cy Pres Distribution of the Residual Settlement Funds.** Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

**How Do I Get a Payment?** You must submit a timely and valid Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the legal claims covered by the releases. These releases, described in more detail in Article III and the definitions in Article I of the Settlement Agreement, will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties' respective websites, web domains, webpages, or portals. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement and any judgments and orders.

**Who Represents Me?** The Court has appointed lawyers to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement and How To Obtain Additional Information?** The Court will hold the Final Approval Hearing at **9:00 a.m. on February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so. After entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**This notice is a summary.** Learn more [here](#) or call toll-free at 1-XXX-XXX-XXXX.

**Si desea recibir esta notificación en español, llámenos o visite nuestra página web:**  
**[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

# **EXHIBIT “C”**

Sutter Health Analytics Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**BARCODE  
NO-PRINT  
ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

*Jane Doe I and Jane Doe II, et al. v. Sutter Health,*  
Case No. 34-2019-00258072-CU-BT-GDS,  
Superior Court of California, Sacramento County

**If you were a California resident when  
you logged into your own Sutter Health  
MyHealthOnline portal account  
between June 10, 2015, and March 20,  
2020, for purposes related to your own  
healthcare, you may be entitled to a  
cash payment from a Settlement.**

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

**Si desea recibir esta notificación en español,  
llámenos o visite nuestra página web:  
[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

A settlement has been reached in a class action lawsuit involving claims that Sutter Health (“Defendant”) disclosed patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of its use of third-party tracking technologies on certain webpages, including the login webpage for its MyHealthOnline portal (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Sutter Health denies the claims and any wrongdoing or liability, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a Claim Form, which if timely and valid, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90. The Settlement Fund will be used to pay notice and administrative expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

**How Do I Get a Payment?** You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out in writing, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the covered claims. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement, any orders and Final Judgment.

**Who Represents Me?** The Court appointed lawyers to represent the Settlement Class, called Class Counsel. You will not be charged for these lawyers. You may hire your own lawyer in this lawsuit at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing on **February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so.

**This notice is a summary.** Learn more at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), or call toll-free 1-XXX-XXX-XXXX.

<<UNIQUE ID>> <<PIN CODE>>

# **EXHIBIT “D”**

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.
- You are included in the Settlement Class if you were a California resident at the time you logged into your Sutter Health MyHealthOnline portal account for purposes relating to your own healthcare from June 10, 2015, through March 20, 2020.
- If you are a Settlement Class Member, you are eligible to submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

**Read this notice carefully. Your legal rights are affected whether you act, or don’t act.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The <b>only</b> way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights to sue for claims covered by the releases in the Settlement Agreement	

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and costs, and Incentive Awards. Cash payments will not be provided unless the Court approves the Settlement.

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

## Basic Information

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this proposed class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento is overseeing this proposed class action. The lawsuit is called *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “lawsuit”). The people who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the entity being sued, Sutter Health, is the “Defendant.”

### 2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who allegedly have similar claims. In a class action, one court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

### 3. What is this lawsuit about?

Plaintiffs allege that Sutter Health violated the California Invasion of Privacy Act (California’s wiretap law) and breached contractual obligations to its patients by disclosing patients’ PII and/or PHI to third parties like Facebook and Google, as a result of its use of third-party tracking, analytics, and/or advertising technologies on certain of its webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared).

Sutter Health denies Plaintiffs’ claims in the lawsuit, including but not limited to, denies that any patient information was shared with unauthorized third parties, denies any PII or PHI was shared with unauthorized third parties, denies that any violations or breach of any kind took place, and maintains that it did nothing wrong.

### 4. Why is there a Settlement?

Plaintiffs and Sutter Health do not agree about the claims in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Sutter Health. Instead, the Plaintiffs and Sutter Health have agreed to settle the lawsuit because of the settlement benefits available and the risks and uncertainty associated with continuing the lawsuit. The settlement does **NOT** mean that Sutter Health did anything wrong and there is no admission of any liability.

## Who’s Included in the Settlement?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all individuals who were California residents at the time they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

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

Excluded from the Settlement Class are: (1) any Judge presiding over this lawsuit, any members of the Judge's respective staffs, and immediate members of the Judge's family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

## **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a settlement class member, you may go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call toll-free 1-XXX-XXX-XXXX.

### **The Settlement Benefits**

## **8. What does the Settlement provide?**

A \$21.5 million Settlement Fund will be established to pay costs of notice and administration for the Settlement (estimated to be between \$385,000 and \$445,000), Incentive Awards to the Class Representatives (each may request up to \$10,000), payment of Class Counsel's Attorneys' Fees Award (they may request up to \$7,095,000) and Reimbursement of Expenses (estimated to be \$208,990.21), and payment of claims.

If you are a Settlement Class Member, you can submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, entitles you to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

A detailed description of the Settlement benefits can be found in the Settlement Agreement at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

## **9. How much will my cash payment be?**

The actual monetary amount paid to each Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. Cash payments will not exceed \$90. Cash payments will not be provided to Settlement Class Members unless and until the Court approves the Settlement, and it becomes final.

## **10. When will I get my cash payment?**

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final after any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle. All checks will expire and become void 180 days after they are issued.

### **How to Get Benefits**

## **11. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive a cash payment as described above. You must submit a Claim Form either online at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by 11:59 p.m. PST on **MONTH**

**DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

When filing a Claim Form you must provide the UniqueID located on the Notice you received by postcard or email. If you are unable to locate your UniqueID, please call **call - - -**.

## **12. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

## **Remaining in the Settlement**

## **13. What am I giving up to receive a cash payment or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about any of the alleged circumstances and issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

## **14. What are the Released Claims?**

The Released Claims will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties’ respective websites, web domains, webpages, or portals. The Released Claims and the Release are described in more detail in Article III and the definitions in Article I of the Settlement Agreement, so please read these sections carefully. The Settlement Agreement is available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). If you have any questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## **15. What happens if I do nothing at all?**

If you do nothing, you will not get a cash payment from this Settlement. Additionally, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Parties for the Released Claims, unless you exclude yourself by opting-out of the Settlement.

## The Lawyers Representing You

### 12. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeffrey A. Koncius and Nicole Ramirez Jones with the law firm Kiesel Law LLP, along with Jason “Jay” Barnes and Eric Johnson with the law firm Simmons Hanly Conroy LLP, as Class Counsel to represent you and the other Settlement Class Members for purposes of this Settlement only. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

### 13. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to \$7,095,000 of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve Incentive Awards for the Class Representatives of up to \$10,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses, and the Incentive Awards, will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses, and Incentive Awards, will be made available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) after it is filed with the Court.

## Excluding Yourself from the Settlement

### 14. How do I opt-out of the Settlement?

To opt-out (exclude yourself) from the Settlement, you must mail a written request for exclusion, which includes the following information:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement in any form that indicates your intent to request to be excluded from the Settlement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of settlement class members or multiple settlement class members where the opt-out hasn’t been signed by each and every individual settlement class member will not be allowed.

### 15. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the claims being resolved by this Settlement and the Releases relating to the lawsuit will apply to you, and you will be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties for the claims being resolved by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**16. If I opt-out, can I get anything from this Settlement?**

No. If you opt-out, you will not be entitled to receive a cash payment. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

**Objecting to the Settlement**

**17. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court why you do not agree with all or any part of the Settlement.

To object in writing, you must file an objection with the Court by **MONTH DD, 20YY**, and serve on Class Counsel and Sutter Health’s Counsel by hand, U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement Class Member;
- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak; and
- 7) If you or your lawyer has objected to any class action settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

File the objection with the Court and mail a copy to these two different places postmarked no later than **\_\_\_\_, 202\_**.

Court	Class Counsel	Defendant’s Counsel
Clerk of Court Sacramento Superior Court 720 9 <sup>th</sup> Street, Dept. 22 Sacramento, CA 95814	Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910	Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111

You can also appear and object at the Final Approval Hearing, regardless of whether you have submitted written objections.

## **18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

### **The Court's Final Approval Hearing**

## **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at 9:00 a.m. on **February 27, 2026**, before the Honorable Lauri A. Damrell in Dept. 22 at the Sacramento Superior Court, 720 9<sup>th</sup> Street, Sacramento, CA 95814. At the hearing, the Court will consider whether to give final approval based on the Settlement being fair, reasonable, adequate, and in the best interest of the Settlement Class; consider Class Counsel's request for attorneys' fees, costs, and expenses; and consider the request for Incentive Awards to the Class Representatives.

If there are objections that were filed by the deadline or made at the Final Approval Hearing, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) to confirm the date and time of the Final Approval Hearing have not changed. After entry, copies of the Order Granting Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website.

## **20. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

You may attend the Final Approval Hearing remotely. If you wish to attend the Final Approval Hearing remotely, you can join via the Department's zoom link or phone number and provide the following access information for the appropriate Department in the Notice:

### **Department 22:**

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

## **21. May I speak at the Final Approval hearing?**

Yes. You can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you may file a Notice of Intention to Appear and specifically include a statement whether you or your lawyer will appear at the Final Approval Hearing. Regardless of whether you file a Notice of Intention to Appear, the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak.

## Getting More Information

### 22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other related documents, including, but not limited to, after entry the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment, will be available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). You may get additional information at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.**

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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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF JEFFREY A. KONCIUS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

KIESEL LAW LLP  
Attorneys at Law  
Beverly Hills, California

1 Paul R. Kiesel, State Bar No. 119854  
    *kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
    *koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
    *ramirezjones@kiesel.law*  
4 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
5 Beverly Hills, CA 90211-2910  
Tel.: 310-854-4444  
6 Fax: 310-854-0812

7 Jason 'Jay' Barnes [*Pro Hac Vice*]  
    *jaybarnes@simmonsfirm.com*  
8 Eric S. Johnson [*Pro Hac Vice*]  
    *ejohnson@simmonsfirm.com*  
9 **SIMMONS HANLY CONROY LLP**  
One Court Street  
10 Alton, IL 62002  
Tel.: 618-259-2222

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Fax: 212-213-5949

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By:           A. Gray           Deputy

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  
themselves and all others similarly situated,  
16  
    Plaintiffs,  
17  
    v.  
18 SUTTER HEALTH,  
19  
    Defendant.

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

**DECLARATION OF NICOLE RAMIREZ  
JONES IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

Reservation Number: A-258072-038

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

**DECLARATION OF NICOLE RAMIREZ JONES**

I, Nicole Ramirez Jones, 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 Final Approval of Class Action Settlement. 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”). 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 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.

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

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

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

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

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

25 11. Discovery in this matter was extensive. For example:

- 26 a. The Parties exchanged and responded to written discovery, including Form  
27 Interrogatories and multiple sets of Special Interrogatories, Requests for  
28 Admissions, and Requests for Production of Documents;

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

14           12.       On November 14, 2023, Plaintiffs filed a Motion for Class Certification supported

15 by expert declarations, as well as their Trial Plan.

16           13.       On March 21, 2024, Defendant filed an Opposition to Doe I and II’s Motion for Class

17 Certification, as well as a Motion to Strike or Exclude the Testimony and Report (Damages Model)

18 of Plaintiffs’ Expert Joshua Kreisman.

19           14.       On May 16, 2024, Plaintiffs filed a Reply in Support of their Motion for Class

20 Certification, as well as an Opposition to the Motion to Strike (to which Defendant replied).

21           15.       Previous versions of a settlement agreement, claim form, email notice, postcard

22 notice, and long form notice were submitted to the Court in connection with Plaintiffs’ Motion for

23 Preliminary Approval of Class Action Settlement and Supplemental Brief Regarding Plaintiffs’

24 Motion for Preliminary Approval of Class Action Settlement. The final Settlement Agreement

25 includes the revisions to the previous versions of the settlement agreement, email notice, and long

26 form notice recommended by the Court in its June 13, 2025 and September 19, 2025 Orders.

27 ///

28 ///

1           **B. Plaintiffs, Class Members, and Cy Pres Recipients**

2           16. To the best of my knowledge, no conflicts of interest exist between the Plaintiffs or  
3 between the Plaintiffs and the Class.

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

8           18. Sutter previously advised Class Counsel that there are estimated to be 1,628,160  
9 Settlement Class Members. Based on the Settlement Administrator’s records, there are 1,585,732  
10 Settlement Class Members.

11           19. The Settlement Agreement calls for a *cy pres* distribution, in equal parts, to Privacy  
12 Rights Clearinghouse and American Health Information Management Association (“AHIMA”), of  
13 any uncashed or abandoned checks payable to Class Members. It is my understanding that both *cy*  
14 *pres* recipients are nonprofit organizations dedicated to ensuring the privacy of consumer health  
15 data, which squarely fulfills the purpose of this action and satisfies the requirements of Code of  
16 Civil Procedure section 384(b).

17           20. My firm has no interests or involvement, by any attorney, in the governance or work  
18 of the proposed *cy pres* recipients in this Action.

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

22           22. The Parties agreed to the language of all notice documents.

23           **C. KL’s Experience, Qualifications, and Views on Settlement**

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

27           24. As the basis for my opinion, my firm’s work included, among other things:  
28 conducting an investigation into the alleged disclosures on Sutter Health’s website before initiating

1 the lawsuit; research relating to the filing of the case; participating in extensive meetings and calls  
2 with SHC relating to case strategy and what causes of action to allege; drafting and revising the  
3 Complaint and associated documents including those related to the motion practice in this action;  
4 participating in multiple conferences with Defense counsel relating to discovery and various status  
5 conferences; preparing and serving discovery; preparing for and participating in depositions of  
6 Sutter Health’s employees, corporate representatives, and experts; engaging in motion practice;  
7 drafting and revising various joint reports to the Court; appearing at multiple court appearances  
8 throughout the litigation; reviewing and analyzing thousands of pages of documents; participating  
9 in settlement negotiations, including drafting and reviewing the mediation statement and attending  
10 various meetings relating to mediation and the mediation itself; participating in multiple phone  
11 conferences with SHC and Defense counsel relating to resolution; and drafting of preliminary  
12 approval papers and all associated documents.

13         25. My firm has extensive experience prosecuting complex consumer class actions  
14 (including medical data privacy class action litigation) in both State and Federal Courts around the  
15 country and has the ability and resources to litigate this case through trial on a classwide basis if a  
16 fair settlement had not been negotiated. In my opinion, the result reached herein, and the relief to  
17 the Class, is more than fair, reasonable, and adequate, and in the best interest of the Settlement Class.  
18 Attached hereto as Exhibit “1” is a true and correct copy of my firm’s resume, which includes  
19 information pertaining to the predecessor firms of “Kiesel Boucher Larson LLP” and “Kiesel +  
20 Larson LLP.” As set forth in that Exhibit, my firm has a long history of being an advocate for  
21 plaintiffs and consumers in class actions, mass actions, and individual actions, nationally and state-  
22 wide. In that regard, my firm has held lead, liaison, or co-lead positions in a variety of actions.  
23 Examples of the firm’s experience include:

- 24             • *Jane Doe v. Virginia Mason Medical Center, et al.*, Case No. 19-2-26674-1  
25             SEA (State of Washington, King Superior Court): KL appointed to serve as  
26             Class Counsel in class action alleging Defendant health care provider bugged  
27             its web-properties to redirect their patients’ identities and confidential  
28             communications to third-parties without consent. On September 27, 2021, the

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Court granted Plaintiffs’ motion for class certification. The matter has since settled and a Motion for Preliminary Approval granted.

- *In re Meta Pixel Healthcare Litig.*, United States District Court, Case No. 3:22-cv-03580-WHO (N.D. Cal.): I was 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*, 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.
- *In re Facebook Internet Tracking Litig.*, United States District Court, 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.
- *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.

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- *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 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

1 damages.

2 26. In my opinion, there are risks, and certainly will be further litigation, should the  
3 Settlement not be approved. While I am confident of Plaintiffs being ultimately successful on their  
4 claims, there is no guarantee that Plaintiffs would prevail at class certification nor on the merits.  
5 And, even if Plaintiffs prevailed at trial, Sutter Health would undoubtedly appeal, leading to further  
6 expense, delay, and uncertainty. Thus, the further adjudication of this case carried significant risks  
7 to Plaintiffs and Class Members.

8 **D. The Cap**

9 27. The \$90 cap may not be exceeded in any event because if 9.62% of the Class make  
10 a claim, which is within the anticipated claims rate, the pro rata amount of the net funds available  
11 will be \$90, and every claim above that percentage will result in a lower pro rata share.

12 28. This calculation was done by dividing \$13,723,360.89 (the net fund amount after  
13 subtracting attorneys' fees (\$7,095,000) and costs (\$216,639.11), incentive awards (\$20,000), and  
14 administrator costs (\$445,000), should the Court award these amounts from the total settlement fund  
15 (\$21,500,000)) by \$90, which equals 152,482 claims. Then dividing 152,482 claims by 1,585,732  
16 (the number of identified Settlement Class Members), which equals a 9.62% claims rate.

17 **E. Damages Analysis**

18 29. At the time this matter was settled, there were three operative claims which fall into  
19 two buckets: Breach of Contract and CIPA.

20 30. The damage analysis for each claim is as follows:

21 a. **Breach of Contract**: As part of the class certification briefing, Plaintiffs  
22 submitted a report from their damages expert Joshua M. Kreisman who  
23 valued the monthly contract damage as \$4.62. For the time period January 1,  
24 2017, through February 29, 2020, Jane Doe I logged in 10 times and Jane  
25 Doe II logged in 22 times. Therefore, Using the two named Plaintiffs as  
26 examples results in \$46.20 in damages for Doe I, and \$101.64 in damages for  
27 Doe II. While the total number of monthly log ins to the portal was provided  
28 by Sutter, each Class Member was identified as having at least one unique

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log in. Therefore, the minimum contractual damage across the class is 1,585,732 (number of identified Settlement Class Members) multiplied by \$4.62, or \$7,326,081.84; and

- b. **CIPA:** California Penal Code section 637.2(a)(1) allows for statutory damages of \$5,000. That amount, multiplied by 1,585,732 equals \$7,928,660,000.

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

Executed on January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Nicole Ramirez Jones

# **EXHIBIT “1”**

# KIESEL LAW LLP

8648 Wilshire Boulevard  
Beverly Hills, California 90211

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E-mail: [info@kiesel.law](mailto:info@kiesel.law)  
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**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. CLEOFFE**, 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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF NICOLE RAMIREZ JONES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

1 Paul R. Kiesel, State Bar No. 119854  
kiesel@kiesel.law  
2 Jeffrey A. Koncius, State Bar No. 189803  
koncius@kiesel.law  
3 Nicole Ramirez Jones, State Bar No. 279017  
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One Court Street  
10 Alton, IL 62002  
Tel.: 618-259-2222

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.

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By:           A. Gray           Deputy

An Truong [*Pro Hac Vice*]  
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**CASE NO. 34-2019-00258072-CU-BT-GDS**

CLASS ACTION

**DECLARATION OF ERIC S. JOHNSON IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

Reservation Number: A-258072-038

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

1 **DECLARATION OF ERIC S. JOHNSON**

2 I, Eric S. Johnson, declare:

3 1. I am a shareholder at Simmons Hanly Conroy LLP (“SHC”) licensed to practice in  
4 the state of Missouri and admitted before this Court *pro hac vice* to represent Plaintiffs Jane Doe I  
5 and Jane Doe II (“Plaintiffs”) and the proposed Class in this case.

6 2. I am one of the attorneys principally responsible for the handling of this matter at  
7 SHC. I am personally familiar with the facts set forth in this declaration. If called upon as a witness  
8 I could and would competently testify to the matters stated herein. I make this declaration in support  
9 of Plaintiffs’ Motion for Final Approval of Class Action Settlement.

10 3. SHC has been involved in all aspects of this class action against Sutter Health.

11 4. Before initiating this action, Plaintiffs’ counsel conducted a thorough investigation,  
12 including hiring an expert to perform various analyses to confirm the occurrence of the alleged  
13 disclosures on Sutter Health’s website. Upon investigating the claims, we determined that they  
14 should be pursued along with Kiesel Law LLP (“Kiesel”).

15 5. SHC and Kiesel worked together on all aspects of this case and attempted, where  
16 feasible, to divide work between the firms.

17 6. The litigation was hard-fought and only settled after two mediation sessions.

18 7. Throughout the settlement negotiations, we advocated vigorously on behalf of Class  
19 Members to obtain a settlement that provides more than adequate relief and is in the best interest of  
20 Class Members.

21 8. My conclusion regarding the adequacy of this settlement is based on my firm’s work  
22 investigating the merits of the claims, which included: working with experts to analyze the tracking  
23 technologies on Sutter Health’s web properties, drafting oppositions to numerous demurrers,  
24 developing relevant experts for Plaintiffs’ motion for class certification, defending Plaintiffs’  
25 experts’ depositions, assisting with discovery, and participating in mediation.

26 9. SHC and its attorneys are able to adequately represent the interests of Plaintiffs and  
27 the proposed class as they have significant experience prosecuting complex medical privacy class  
28 action litigation, similar to Plaintiffs’ claims here, concerning the placement of tracking tools on

1 hospital web-properties. A true and correct copy of SHC's firm resume is attached to this declaration  
2 as **Exhibit A**.

3 10. Since the filing of this case in 2019, I, along with other attorneys at SHC, have  
4 successfully pursued lawsuits around the country that assert claims and allege facts similar to  
5 Plaintiffs' claims here, concerning the placement of tracking tools on hospital web-properties. Those  
6 cases include:

- 7 a. *Doe v. Medstar*, Case No. 24-C-20-000591 (Baltimore City, Maryland);
- 8 b. *Doe v. Mercy Health*, Case No. A 2002633 (Hamilton County, Ohio);
- 9 c. *Doe v. Partners*, Case No. 1984-CV-01651 (Suffolk County, Massachusetts);
- 10 d. *Doe v. University Hospitals*, Case No. CV-20-9333357 (Cuyahoga County,  
11 Ohio);
- 12 e. *Doe v. BJC Health System*, Case No. 4:22-cv-00919-RWS (E.D.Mo.);
- 13 f. *Kurowski v. Rush System for Health*, Case No. 1:22-cv-05380 (N.D. Ill.); and
- 14 g. *Jane Doe v. Virginia Mason Medical Center, et al.*, Case No. 19-2-26674-1  
15 SEA (State of Washington, King Superior Court).

16 11. If a fair settlement were not offered by Sutter Health, SHC has the ability and  
17 resources necessary, alongside Kiesel, to litigate this case on a class-wide basis through trial.

18 12. Nevertheless, in my opinion, there are risks, and certainly will be further litigation,  
19 should the Settlement not be approved. While I am confident in the merits of Plaintiffs' claims, there  
20 is no guarantee that Plaintiffs would prevail at class certification nor on the merits. Furthermore,  
21 even if Plaintiffs prevailed at trial, there is a high likelihood that Sutter Health would appeal, which  
22 would lead to further expense, delay, and uncertainty. Thus, the further adjudication of this case  
23 carried significant risks to Plaintiffs and Class Members.

24 13. Based on my professional experience and my involvement in this case, and taking  
25 into consideration the risks of continued litigation as compared to the relief granted by the  
26 settlement, it is my opinion that the settlement is fair, adequate, and reasonable, and in the best  
27 interests of the Class.

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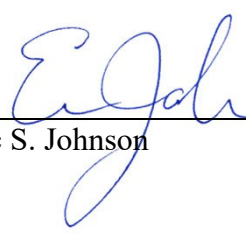
14. To the best of my knowledge, no conflicts of interest exist between the Plaintiffs or between the Plaintiffs and the Class.

15. In my opinion, Plaintiffs embraced their responsibilities as class representatives and actively participated in this case by searching for documents, responding to written discovery, sitting for their depositions, and communicating with counsel, among other things.

16. Neither my firm nor I have any interests or involvement in the governance or work of Privacy Rights Clearinghouse or American Health Information Management Association (“AHIMA”), the proposed *cy pres* recipients in this action.

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

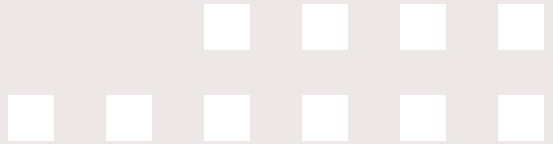
Executed on January 30, 2026, at Glendale, Missouri.

  
Eric S. Johnson

# **EXHIBIT “A”**



**SIMMONS HANLY CONROY**  
A NATIONAL LAW FIRM



*Doe v. Sutter Health*  
Case No. 34-2019-00258072-CU-BT-GDS (Ca. Super. Ct.)



*We stand for our clients.*

**HEADQUARTERS**

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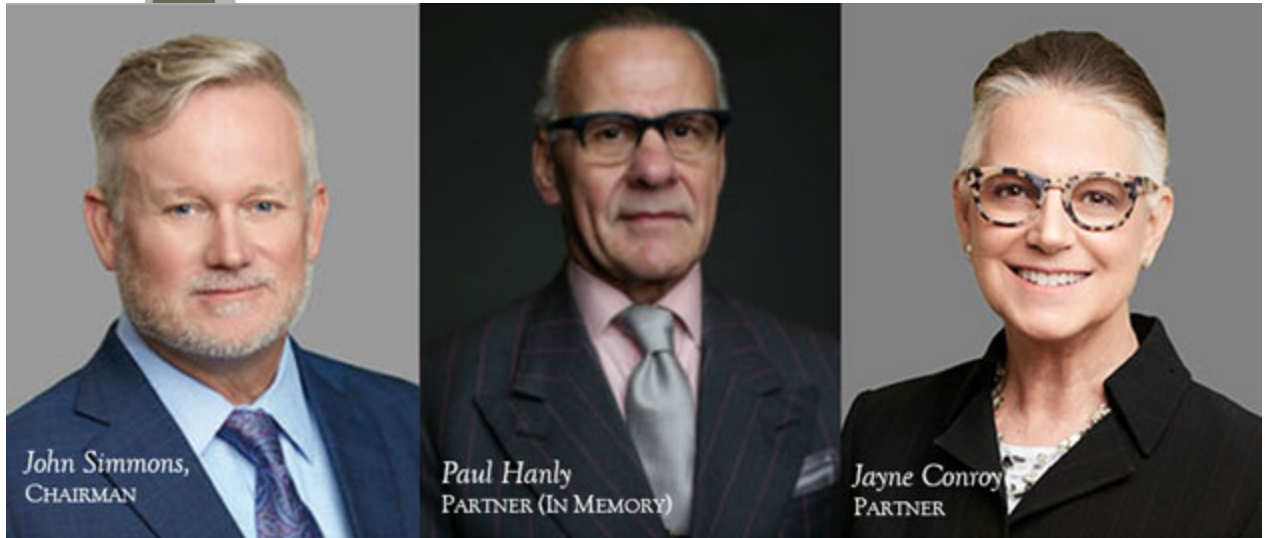
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*John Simmons,*  
CHAIRMAN

*Paul Hanly*  
PARTNER (IN MEMORY)

*Jayne Conroy*  
PARTNER

## GENERAL INFORMATION AND FIRM HISTORY

**A LEADING NATIONAL LAW FIRM.** Simmons Hanly Conroy is a leading national law firm representing individuals, businesses and government entities seeking justice. Our clients have been harmed in every conceivable way: by terrorism, child abuse, defective drugs and devices, toxic exposures and economic conspiracies. We are at home in the justice system, whether in state or federal court, and we seek the best procedural course for our clients, including the filing of individual cases, class actions, or multidistrict mass tort litigation, as circumstances require.

**A STRONG FOUNDATION AND COMMITMENT TO JUSTICE.** Led by John Simmons, Jayne Conroy, and Larry Nassif, along with over 100 attorneys and 150 support staff in offices coast to coast, the firm brings decades of experience to bear against companies who have harmed American workers and families. We have spent years researching, talking to countless experts, and creating a network of knowledge that gives clients the comprehensive resources they deserve. We use these resources to level the playing field against larger opponents in and out of the courtroom, and we have prevailed. Rest assured that SHC has the resources and capital to handle almost any case, and the staying power to remain committed throughout the litigation process. We are resolute and unwavering in our stance against corporate wrongdoers.

**A PROVEN RECORD OF SUCCESS.** We stand on a strong foundation of values and a track record of success. We never lose sight of the fact that our success is measured one satisfied client at a time. Keeping this paramount is what helps drive our success. To date, Simmons Hanly Conroy has secured billions in settlements and verdicts on behalf of thousands of clients across the country.

**A DIVERSE LITIGATION PRACTICE.** OUR PRACTICE AREAS INCLUDE:

- ASBESTOS & MESOTHELIOMA LITIGATION
- DANGEROUS DRUGS & MEDICAL DEVICES LITIGATION
- SEXUAL ABUSE LITIGATION
- BUSINESS AND COMMERCIAL LITIGATION
- CATASTROPHIC PERSONAL INJURY LITIGATION
- CLASS ACTIONS & MASS TORT LITIGATION



## FIRM AFFILIATIONS & AWARDS

SIMMONS HANLY CONROY and its attorneys are listed in several peer-reviewed legal listings for its mass tort and private liability litigation practices, and have been recognized by a number of legal and business listings, including:



### BBB Accredited

The firm has been a Better Business Bureau (BBB) accredited business since 2003 and has maintained an A+ rating during that time. The BBB has processed 0 total complaints about this company in the last 36 months, the BBB's standard reporting period.



### U.S. News & World Report/Best Law Firm

Since 2014, the firm has been ranked one of the "Best Law Firms" in the country by U.S. News & World Report and Best Lawyers. The annual ranking is based on a rigorous research process, including client and lawyer evaluations, peer reviews from leading attorneys, and a survey completed by the firm.



### Martindale-Hubbell AV rating

Attorneys at Simmons Hanly Conroy have earned AV Preeminent ratings from Martindale-Hubbell. An AV rating, which identifies a lawyer with a very high to preeminent legal ability, is a prestigious peer-reviewed analysis of the attorney's expertise, experience, integrity and overall professional excellence.



### Super Lawyers & Rising Stars

Firm attorneys have been represented on the Super Lawyers and Rising Stars lists since 2006. The annual selections are made using a rigorous, multi-phased process of statewide lawyer surveys, an independent research evaluation of candidates and peer reviews by practice area.



### Named Among America's Elite Trial Lawyers: Product Liability

The National Law Journal, the nation's top legal publication, and Law.com teamed up to select law firms doing the most creative and substantial work on the plaintiff's side. This is the fifth year Simmons Hanly Conroy has been included among the nation's top 50 firms that secured the largest awards for their clients in that calendar year.



### Top 100 Verdicts & Settlement Lists

Verdicts and settlements secured by Simmons Hanly Conroy's trial teams have been consecutively ranked in national and state Top 100 Verdicts & Settlements lists since 2016. In the past four years, the Asbestos Department has won eight asbestos verdicts, totaling more than \$180 million. These results were featured on the National Law Journal's Top 100 Verdicts list, The New York Law Journal's Top Verdicts & Settlements List, The (California) Daily Journal's Top Verdicts List, and Texas Lawyer's Top Verdicts & Settlements of the Southwest List.



## FIRM QUALIFICATIONS

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### FIRM QUALIFICATIONS | *Notable Cases*

SIMMONS HANLY CONROY attorneys have a history of persevering for their clients amid the most challenging circumstances and fierce opposition during the course of class action and mass tort lawsuits. The following representative cases illustrate the firm's experience, commitment, and success in handling complex litigations.

#### *Opioid Litigation*

Since 1999, the amount of opioids sold in the U.S. has nearly quadrupled. Over that same time period, the number of deaths from prescription opioids have also more than quadrupled. From 1999 to 2019, nearly 500,000 people have died in the United States from overdoses involving opioids.

As hundreds of thousands of people suffered from the metastasizing opioid epidemic, attorneys at Simmons Hanly Conroy took notice and effectively invented large-scale, multi-defendant opioid litigation against drug manufacturers. In 2003, the firm commenced groundbreaking opioid litigation and went toe-to-toe against pharmaceutical giants, becoming the only major plaintiffs' firm in the country at the time to prosecute and hold drug manufacturers accountable for the havoc they wreaked on individuals, families and governmental entities throughout the country.

Simmons Hanly Conroy continues to lead the way in opioid litigation against drug manufacturers, distributors, retail pharmacies, and pharmacy benefits managers. SHC partner Jayne Conroy serves as one of three members of the Plaintiffs' Executive Committee in the *In Re National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio) and a member of the Plaintiffs' Steering Committee in *In re McKinsey & Co. Inc. National Prescription Opiate Consultant Litigation*, MDL 2996 (N.D. Cal.). In addition, the firm was lead trial counsel for Suffolk County, New York in one of the first opioid cases to go to trial. SHC played a major role as co-lead trial counsel in *City & Cnty. of San Francisco v. Purdue Pharma L.P.*, No. 3:18-cv-07591-CRB (N.D. Cal.) (Breyer, J.).

To date, the firm has recovered over \$60 billion in global settlements with multiple opioid manufacturers, distributors, and retail pharmacies as part of the National Prescription Opiate MDL.

*In re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*

In December 2016, SHC Partner Jayne Conroy served on the lead trial team that secured a \$1 billion jury verdict against the defendants on behalf of six patients who were injured by DePuy's Pinnacle metal-on-metal hip implant. The jury awarded more than \$1 billion punitive damages and nearly \$40 million compensatory damages. The legal team convinced the jury in the U.S. District Court for the Northern District of Texas, Dallas Division that J&J sidestepped standard regulatory review and misled doctors to believe that the design of the market-leading device was safe. The evidence presented during testimony against J&J told the deeper story of how the science was manipulated in order to sell the product, Jayne Conroy said. The trial was the third bellwether trial as part of the federal multidistrict litigation.

In March 2016, SHC Partner Jayne Conroy served on the lead trial team that secured a \$502 million jury verdict against the defendants on behalf of five patients injured by DePuy's Pinnacle metal-on-metal hip implant. The jury verdict for \$142 million compensatory and \$360 million punitive damages followed 37 days of testimony in the U.S. District Court for the Northern District of Texas Dallas Division. The trial was the second bellwether trial as part of the federal multidistrict litigation.

*In Re: Toyota Motor Corp. Unintended Acceleration Marketing,  
Sales Practices, and Products Liability Litigation*

SHC filed the first lawsuits on behalf of vehicle owners harmed by unintended acceleration in 2010. Three years of hard-fought litigation followed in which firm partner Jayne Conroy played a leading role, having been appointed by U.S. District Judge James Selna as a member of the plaintiffs' leadership team. In connection with the settlement, Ms. Conroy was separately appointed by Judge Selna as one of three settlement allocation counsel charged with overseeing the allocation of settlement funds to millions of Toyota owners throughout the United States. SHC helped to secure more than \$1.1 billion, plus \$200 million in attorneys' fees and Toyota's reimbursement of plaintiffs' counsel's expenses in the amount of approximately \$27 million

*In re Volkswagen "Clean Diesel" Marketing, Sales Practices,  
and Products Liability Litigation*

A total of \$15.9 billion in a class action lawsuit was awarded to the owners of Volkswagen diesel vehicles that had secret software installed to falsely pass emission tests. More than \$10 billion of the settlement was for buybacks of 2.0-liter diesel vehicles and owner compensation. Another \$1.2 billion was for buybacks of 3.0-liter diesel vehicles and the remaining \$4.7 billion went to offsetting excess emissions. Partner Jayne Conroy serves on the Plaintiffs' Executive Committee of the Volkswagen MDL.

*In re Chantix (Varenicline) Products Liability Litigation*

Chantix, known by the generic name varenicline, works by blocking the effect of nicotine on the brain. In early 2008, U.S. Food and Drug Administration officials acknowledged receiving troubling reports from Chantix patients throughout the U.S.. These reports included 34 cases of suicide and nearly 420 reports of suicidal thoughts and behaviors. Firm attorneys Jayne Conroy, Clint Fisher and David Miceli served on the Plaintiffs' Steering Committee against Pfizer. The case consolidated more than 2,500 lawsuits filed between 2009 and 2012 and was settled for approximately \$299 million.

*In re: Actos (Pioglitazone) Products Liability Litigation*

The Actos lawsuits alleged Takeda Pharmaceutical Company executives ignored or downplayed risks about the drug's cancer-causing potential before Actos went on sale in the U.S. in 1999, and also misled regulators about the medication's risks. As reported by Bloomberg, Takeda executives failed to provide clear warnings about the associated cancer risk for at least seven years. Although research showed a link between Actos and bladder cancer, the company chose not to issue warnings to consumers. SHC Partner Jayne Conroy served as a court-appointed member of the Plaintiff's Steering Committee and helped secure millions of dollars for clients, with a global total of \$2.37 billion.

*In re: Yasmin and YAZ (Drospirenone) Marketing,  
Sales Practices and Products Liability Litigation*

Bayer aggressively marketed its birth control medications Yaz and Yasmin, claiming the medications also treated PMS symptoms, caused weight loss and treated acne. Not only were the claims misleading, according to the FDA, but the newer pill was also found to be three times more likely to cause serious, fatal complications. SHC, led by attorney Jayne Conroy, and joined by attorneys Trent Miracle and Paul Hanly, Jr., filed litigation on behalf of over 100 clients injured by the drug. Ms. Conroy and Mr. Miracle were appointed to leadership positions on the federal Yaz MDL and helped negotiate the final global settlement of \$1.69 billion dollars for all women harmed by the drug.

*Joseph Jean-Charles v. Douglas Perlitz et al.*

The firm represented over 180 Haitian boys who were the victims of a pedophile sponsored by Fairfield University and the Society of Jesus. Members of the firm traveled to Haiti on numerous occasions to investigate the case and provide counsel to the victims. Because of their extraordinary efforts in both Haiti and the federal court proceedings in the United States, the firm was able to hold the defendants responsible and provide justice to the victims and their families, garnering settlements in two actions totaling over \$72 million and providing financial security to these victims.

*Chambers et al v. Merrill Lynch & Co., Inc., et al.*

In this nationwide class action suit, the firm represented 1,100 former Merrill Lynch financial advisors who were denied deferred compensation benefits upon the acquisition of the company in 2009 by Bank of America. The complex case involved difficult issues of contract interpretation in the context of class certification. The settlement was in the amount of approximately \$20 million for the plaintiffs. Partner Paul Hanly, Jr. served as lead counsel.

*Families Impacted by 9/11 Terrorist Attack*

SHC proudly represented thousands of family members of September 11 victims in their suits against financial sponsors of terrorism and against airlines and airport security companies. Working directly with Ronald L. Motley in this litigation, Simmons Hanly Conroy co-founder Jayne Conroy was appointed to a leadership role on the Plaintiffs Executive Committee for Personal Injury and Death Claims. She, and other firm mass tort attorneys, represented the consolidated cases against the airlines and security companies in the multidistrict litigation against the financial sponsors of terrorism. In 2007, the litigation was settled for hundreds of millions of dollars in payments to clients of the firm. The firm also represented property owners who suffered financial injury as a result of the September 11 attacks.

*Synergetics USA, Inc. v. Alcon Laboratories Inc., et al.,*

SHC represented Synergetics, a small medical device manufacturer, in an antitrust lawsuit against a larger competitor. The suit alleged that Alcon engaged in certain anti-competitive conduct in the market for vitreoretinal surgical equipment and supplies. Partner Paul Hanly, Jr. served as lead counsel and the firm secured a \$32 million settlement.

*In re Syngenta MIR162 Corn Litigation*

The subject of the case was Syngenta's Agrisure Viptera corn, a strain that had been genetically modified to be resistant to insects. While Viptera had been approved in 2010 for sale in the United States, it did not have such acceptance in corn markets worldwide, which class members allege was responsible for economic chaos within the U.S. corn market. Partner Jayne Conroy served on the Plaintiffs' Steering Committee for the Syngenta MIR 162 MDL and the case ultimately resulted in Syngenta agreeing to pay \$1.51 billion to the members of a class of U.S. farmers who either grew corn or rent land for growing corn. The result was considered by some to be the largest monetary award to-date in a court case involving agriculture.

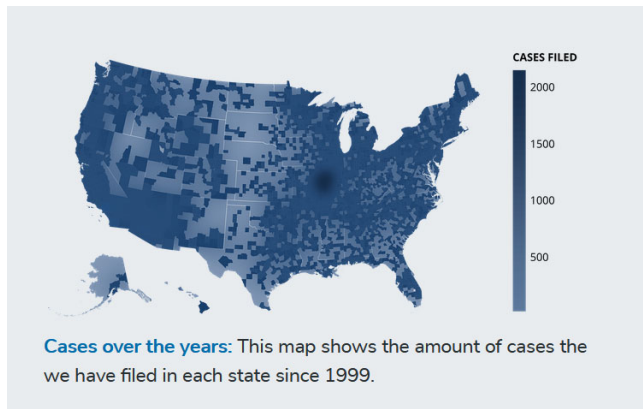
SHC attorneys have held court-appointed leadership roles in high-stakes, high-profile litigation of national scope. To be appointed, the firm and its attorneys must have a track record of experience and have the resources necessary to litigate the cases. A sampling of cases in which SHC attorneys have held leadership positions is as follows:

#### CONSUMER PROTECTION & DATA PRIVACY CLASS ACTIONS

- *In re Facebook Internet Tracking Litig.*, Case No. 12-md-02314 (N.D. Cal.)
- *Doe v. Partners Healthcare System, Inc., et al.*, Case No. 1984CV01651-BLS1 (Massachusetts Superior Court, Suffolk County)
- *Doe v. Virginia Medical Center, et al.*, Case No. 19-2-26674-1 SEA (Washington Superior Court, King County)
- *Calhoun et al v. Google LLC*, Case No. 20-cv-05146-YGR (N.D. Cal.)
- *In re Google RTB Consumer Privacy Litig.*, No. 21-cv-02155-YGR (N.D. Cal.)
- *In re Meta Pixel Healthcare Litig.*, No. 22-cv-03580-WHO (N.D. Cal.)

#### OTHER MULTI-DISTRICT LITIGATIONS

- *In Re National Prescription Opiate Litig.*, MDL 2804 (N.D. Ohio)
- *In re McKinsey & Co. Inc. National Prescription Opiate Consultant Litig.*, MDL 2996 (N.D. Cal.)
- *In re Allergan Biocell Textured Breast Implant Prods. Liab. Litig.*, MDL No. 2921 (D.N.J.)
- *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, And Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.)
- *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Prod. Liab. Litig.*, MDL 2151 (C.D. Cal.)
- *In re Terrorist Attacks on September 11, 2001*, MDL 1570 (S.D.N.Y.)
- *In re DePuy Pinnacle Hip Implant Prods. Liab. Litig.*, MDL 2244 (N.D. Tex.)
- *In re DePuy ASR Hip Implant Prods. Liab. Litig.*, MDL 2197 (N.D. Ohio)
- *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf Of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.)
- *In re Syngenta AG MIR162 Corn Litig.*, MDL 2591 (D. Kan.)
- *In re Lipitor Prods. Liab. Litig.*, MDL 2502 (D.S.C.)
- *In re Zoloft Products Liability Litigation*, MDL 2342 (E.D. Pa.)
- *In Re Propecia (Finasteride) Product Liab. Litig.*, MDL 2331 (E.D.N.Y.)
- *In re Pelvic Repair System Products Liab. Litig.*, MDL 2325, 2326 & 2327 (S.D. W. Va.)
- *In re Actos Products Liability Litigation*, MDL 2299 (W.D. La.)
- *In re Yazmin and Yaz (Drospirenone) Marketing, Sales Practices and Prods. Liab. Litig.*, MDL 2100 (S.D. Ill.)
- *In re Chantix (Varenicline) Prods. Liab. Litig.*, MDL 2092 (N.D. Ala.)
- *In re Gadolinium-Based Contrast Agents Prods. Liab. Litig.*, MDL 1909 (N.D. Ohio)
- *In re Zyprexa Litig.*, MDL 1596 (E.D.N.Y.)



As noted above, SHC has more than 100 lawyers and 150 support staff, has extensive financial resources, has extensive experience in mass torts and complex litigation, has a significant reputation nationwide, and has successfully prosecuted thousands of claims against some of the largest companies in the world.

Simmons Hanly Conroy has the track record, the staying power and the resources to handle all phases of litigation of this matter and the firm is committed to aggressively prosecuting this case through final resolution. Our firm has and will continue to litigate cases in multiple courts across the country, and we have the resources and the capital to support ongoing litigation. A sample list of the resources we bring to bear are as follows.

## OUR RESOURCES

- ✓ 100 plus attorneys and 150 paralegals, assistants and support staff spread through six offices in the United States
- ✓ Full-time case investigators, including former police officers
- ✓ State-of-the-art technical support for document management and trial preparation
- ✓ Research and Discovery Department comprised of veteran attorneys and Ph.D. researchers
- ✓ Robust national network of consulting and trial experts



## ATTORNEY QUALIFICATIONS

### ATTORNEY QUALIFICATIONS | Jason “Jay” Barnes, Partner



Attorney Jason “Jay” Barnes is a partner at Simmons Hanly Conroy in the Complex Litigation Department. He leads the Class Action Litigation Team and focuses his practice on consumer protection and data privacy lawsuits. Prior to joining the firm, Jay served eight years as a state representative in the Missouri General Assembly. In this role, he fought against fraud, abuse and waste as chairman of the House Committee on Government Oversight and Accountability. He also served as chairman of the Special Investigative Committee on Oversight formed in 2018 to investigate the wrongdoings of former

Missouri governor Eric Greitens.

As a partner at the firm, Jay represents hardworking people who have been wronged through corporate fraud and utilizes a mixture of experience, dedication, professionalism and tenacity to secure justice on behalf of his clients. As one of the nation’s leading consumer-privacy attorneys, Jay has held leadership positions and key roles in several notable privacy cases. For example:

- *Doe v. Partners Healthcare System, Inc.*, Case No. 1984CV01651 (Suffolk Co., MA)
- *In re Google Cookie Placement Consumer Privacy Litig.*, 806 F.3d 125 (3d Cir. 2015)
- *In re Nickelodeon Consumer Privacy Litig.*, 827 F.3d 262 (3d Cir. 2016)
- *In re Facebook, Inc. Internet Tracking Litig.*, 956 F.3d 589 (9th Cir. 2020)
- *Smith v. Facebook*, 745 Fed. App’x 8 (9th Cir. 2018) (unreported)

Currently, Jay serves on Plaintiffs’ leadership for the following data privacy cases:

- *In re Meta Pixel Healthcare Litig.*, Case No. 22-cv-03580 (N.D. Cal.)
- *In re Google RTB Consumer Privacy Litig.*, Case No. 20-cv-02155-YGR (N.D. Cal.)
- *Calhoun et al. v. Google, LLC*, Case No. 20-cv-05146 (N.D. Cal.)

An Award-winning Attorney, Jay’s accomplishments are well-documented not only through verdicts, settlements and press clippings, but also through the awards and accolades he’s received from his peers and community. A small sampling of notable honors include:

- Influential Lawyer Award, Missouri Lawyers Weekly, 2019
- Champion of Justice Award, Missouri Association of Trial Attorneys, 2018
- State Advocate of the Year Award, St. Louis Children’s Hospital, 2015
- Rory Ellinger Legislative Award, The Legal Services of Eastern Missouri, 2015
- Legislator of the Year Award, Missouri Bar Association, 2014

For additional information please visit <https://www.simmonsfirm.com/about-us/our-attorneys/jason-barnes/>



Attorney Eric Johnson is a partner at Simmons Hanly Conroy, focusing his practice on complex litigation, mass torts and consumer class actions. Eric graduated with his master's degree in public health from the University of Illinois at Chicago and earned his J.D. from St. Louis University's School of Law where he was a member of the school's National Moot Court Competition Team. During law school, he also worked as a law clerk for Judge Paula Bryant in the 22nd Judicial Circuit Court in St. Louis. Eric is a member of the Missouri Bar and admitted to practice in the Eastern and Western Districts of Missouri, and the Southern and Central Districts of Illinois.

As a partner of the firm, Eric has extensive experience in data privacy litigation, including:

- *Doe v. Partners Healthcare System, Inc.*, Case No. 1984CV01651 (Ma. Super. Ct.)
- *In re Facebook, Inc. Internet Tracking Litig.*, Case No. 12-md-2314 (N.D. Cal.)
- *Kurowski v. Rush*, Case No. 22-cv-05380 (N.D. Ill.)
- *Doe v. Bon Secours Mercy Health*, Case No. A 2002633 (Oh. Ct. Com. Pl.)
- *Doe v. University Hospitals Health System, Inc.*, Case No. CV 20 933357 (Oh. Ct. Com. Pl.)
- *Doe v. Virginia Mason*, Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
- *In re Meta Pixel Healthcare Litig.*, Case No. 22-cv-03580 (N.D. Cal.)
- *Doe v. BJC*, Case No. 2222-CC09151-01 (Mo. Cir. Ct.)
- *Doe v. MedStar*, Case No. 24-C-20-000591 OG (Md. Cir. Ct.)
- *Calhoun v. Google LLC*, Case No. 20-cv-05146 (N.D. Cal.)
- *Riganian, et al. v. LiveRamp Holdings, Inc.*, Case No. 25-cv-00824 (N.D. Cal.)
- *Doe v. MedStar*, Case No. 24-C-20-000591 (Md. Cir. Ct.)

In 2012, Eric was selected to serve on the national multidistrict litigation discovery subcommittee involving the DePuy Pinnacle System metal-on-metal hip implant. He was also awarded the Judge Robert G. Dowd, Sr. Appellate Advocacy Award in 2008.



An Truong is a partner in the firm's Complex Litigation Department. Located in the firm's New York City office, An works with a team of attorneys to give clients a voice against corporations who prioritize profits over individuals' health and safety. Her practice is focused on advocating for the rights of consumers against large corporations, including class actions and mass torts involving product liability, consumer fraud, and data privacy violations.

Prior to joining SHC, An was a Senior Court Attorney with the New York State Supreme Court, Appellate Division, Second Department, where she researched and analyzed complex legal and procedural issues for appellate justices and completed confidential reports. Her appellate experience, and commitment to justice, provides a strong foundational base from which to successfully litigate cases on behalf of plaintiffs nationwide. Currently, An serves on Plaintiffs' committees in several nationwide and multi-district litigations.

### *Representative Cases*

- *In re Google RTB Privacy Litig.*, Case No. 20-cv-02155-YGR (N.D. Cal.) (data privacy)
- *Riganian, et al. v. LiveRamp Holdings, Inc.*, Case No. 25-cv-00824 (N.D. Cal.) (data privacy)
- *Calhoun, et al. v. Google LLC*, Case No. 20-cv-05146 (N.D. Cal.) (data privacy)
- *In re Allergan Biocell Textured Breast Implant Products Liability Litig.*, MDL No. 2921 (appointed by Plaintiffs' leadership to Law & Briefing Committee)
- *In re Uber Technologies, Passenger Sexual Assault Litig.*, MDL No. 3084 (appointed by Plaintiffs' leadership to Law & Briefing Committee)
- *In re: Social Media Adolescent Addiction/Personal Injury Prod. Liab. Litig.*, MDL No. 3047 (N.D. Cal.)
- *In re East Palestine Train Derailment*, Case No. 24-cv-00242 (N.D. Ohio)
- *Bailey v. Rite Aid Corp.*, Case No. 18-cv-06936 (N.D. Cal.) (certified class)
- *Johnson, et al. v. Nissan North Am., Inc.*, Case No. 17-cv-00517-WHO (N.D. Cal.) (certified class)

**Awards:** *Best Lawyers: ones to Watch in America, 2023 & 2024 (Products Liability-Plaintiffs)*

An is a committed and active member of her community bar associations, including the New York City Bar Association, New York Women's Bar Association, Asian American Bar Association of New York and the Federal Bar Association. She is currently on the Board of Directors, Vice President, for the Southern District of New York's Chapter of the Federal Bar Association. In addition, she is on the Board of Directors for Public Justice, a nonprofit legal advocacy organization that tackles impact litigation to increase access to justice.

For additional information see <https://www.simmonsfirm.com/about-us/our-attorneys/an-truong/>



Jenny Paulson is an associate at Simmons Hanly Conroy. She joined the firm's Complex Litigation Department in 2022, and focuses her practice on consumer class action lawsuits. Located at the firm's Alton, Illinois office, Jenny works closely with the trial attorneys on all aspects of litigation from initial investigation, to pleadings and discovery, and on to trial preparation.

Prior to joining the firm, Jenny served as a judicial law clerk to Chief Judge Nancy J. Rosenstengel, the Honorable Mark A. Beatty and the Honorable Clifford J. Proud in the U.S. District Court for the Southern District of Illinois.

Jenny received a B.A. in English from The Ohio State University in 2014. She received her J.D. and MBA from Southern Illinois University School of Law, graduating summa cum laude and first in her class.

For additional information see <https://www.simmonsfirm.com/about-us/our-attorneys/jenny-paulson/>

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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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF ERIC S. JOHNSON IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

1 Paul R. Kiesel, State Bar No. 119854  
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2 Jeffrey A. Koncius, State Bar No. 189803  
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3 Nicole Ramirez Jones, State Bar No. 279017  
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6 Fax: 310-854-0812

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8 Eric Johnson [Pro Hac Vice]  
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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By:           A. Gray           Deputy

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 JANE DOE I IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

Reservation Number: A-258072-038

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

1 I, Jane Doe I, declare:

2 1. I am one of the named Plaintiffs and proposed class representatives in the above-  
3 captioned class action lawsuit against Defendant Sutter Health (“Sutter”). I submit this Declaration  
4 in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I am personally  
5 familiar with the facts that are provided in this declaration. If called as a witness, I could and  
6 would competently testify to the matters stated herein.

7 2. I am a patient of Sutter and received treatment at certain Sutter hospitals and  
8 facilities.

9 3. I am a Facebook user.

10 4. I used, and still use, Sutter’s website, sutterhealth.org. On that website, I created an  
11 account and through the patient portal, make appointments, access my medical bills and test  
12 results, and find doctors. I access Sutter’s website from my home computer.

13 5. I did not know about, or consent to, Sutter disclosing my status as a patient of  
14 Sutter or my personal information to Facebook or other third-parties.

15 6. It is my understanding that I am a member of the proposed class I am seeking to  
16 represent.

17 7. I decided to serve as a class representative in this class action lawsuit against Sutter  
18 without any promise of receiving anything other than that received by the class. By serving as a  
19 class representative, it is my goal to ensure that all patients of Sutter who are class members in this  
20 case are properly compensated.

21 8. It is my understanding that this lawsuit could not have been brought on behalf of  
22 class members unless a Sutter patient, such as myself, decided to serve as a class representative. In  
23 deciding to serve as the class representative in this case, I understood there was a potential of my  
24 name and private health information being disclosed publicly for purposes of this case. Despite  
25 this risk, and despite the fact that I would not normally consent to such information being  
26 disclosed, I agreed to serve as a class representative.

27 9. I believe I have fulfilled my responsibilities as a class representative. I participated  
28 in the litigation and provided the following services to the class:

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- a. I reviewed and approved certain court-filings including, but not limited to, the initial Class Action Complaint.
- b. I reviewed and responded to written discovery requests by Sutter, including approximately 91 Requests for Production (“RFP”), 51 Requests for Admission, and Form Interrogatories.
- c. I searched for documents related to this lawsuit and responsive to the RFPs, which included but was not limited to my having to download my Facebook DYI and Google Takeout files on multiple occasions, deciphering and taking screenshots of my various device and browser settings. These tasks took up a significant amount of time, as I had never done them before.
- d. I prepared for my deposition and was deposed for a total of at least seven hours on the record. Because I am disabled, and was only able to sit for my deposition for one hour per day, I had my deposition taken over the course of eight separate days.
- e. I spoke with my attorneys both before and after mediation took place and made sure I was available and reachable during the mediation sessions.
- f. I reviewed the Settlement Agreement and discussed the terms with my attorneys. I reviewed and signed my declaration in support of the Motion for Preliminary Approval and the Motion for Attorneys’ Fees, Costs and Incentive Awards.
- g. I stayed informed and communicated with my attorneys regarding the status and progress of this lawsuit throughout the course of this litigation, which has been going on for almost six years.

These activities required time and resources that could have been spent on other things.

10. I have spent at least 80 hours participating in this litigation and providing the aforementioned services to the class thus far.

11. I think the \$10,000 incentive award my lawyers have requested, which the Settlement Agreement allows, subject to the Court’s approval, is a fair amount for the time I spent

1 as class representative and for the privacy concerns that came with fulfilling that role.

2 12. I remain ready, willing, and able to continue actively participating in this lawsuit  
3 and fulfilling my responsibilities as a class representative through final disposition, including  
4 attending and providing testimony at trial if necessary.

5 13. I am not aware of any conflicts between my own interests and the interests of other  
6 class members. Additionally, I am not aware of any such issues relating to my attorneys. I am not  
7 related to, nor am I employed by, any of the attorneys representing the class.

8 14. I am aware that my attorneys have a fee splitting agreement and I have agreed to it  
9 in writing.

10 15. My interests are the same as all other class members because I am seeking the same  
11 relief that they are which includes monetary compensation for Sutter's failure to obtain my  
12 consent before sharing my status as a patient and other personal and medical information about me  
13 to third-parties. I will fairly and adequately represent the interests of the proposed class.

14 16. I do not have, and never have had, any interest or involvement, financial or  
15 otherwise, in the proposed *cy pres* beneficiaries, Privacy Rights Clearinghouse and American  
16 Health Information Management Association (AHIMA).

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

19 Executed 01/23/2026, at Johnson City, Tennessee.

20 *Jane Doe I*

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22 Jane Doe I  
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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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF JANE DOE I IN SUPPORT OF PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

1 Paul R. Kiesel, State Bar No. 119854  
kiesel@kiesel.law  
2 Jeffrey A. Koncius, State Bar No. 189803  
koncius@kiesel.law  
3 Nicole Ramirez Jones, State Bar No. 279017  
ramirezjones@kiesel.law  
4 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
5 Beverly Hills, CA 90211-2910  
Tel.: 310-854-4444  
6 Fax: 310-854-0812

7 Jason 'Jay' Barnes, State Bar No. 362776  
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8 Eric Johnson [Pro Hac Vice]  
ejohnson@simmonsfirm.com  
9 **SIMMONS HANLY CONROY LLP**  
One Court Street  
10 Alton, IL 62002  
Tel.: 618-259-2222

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atruong@simmonsfirm.com  
**SIMMONS HANLY CONROY LLP**  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
Tel.: 212-784-6400  
Fax: 212-213-5949

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 JANE DOE II IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

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

Reservation Number: A-258072-038

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

1 I, Jane Doe II, declare:

2 1. I am one of the named Plaintiffs and proposed class representatives in the above-  
3 captioned class action lawsuit against Defendant Sutter Health (“Sutter”). I submit this Declaration  
4 in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. I am personally  
5 familiar with the facts that are provided in this declaration. If called as a witness, I could and would  
6 competently testify to the matters stated herein.

7 2. I am a patient of Sutter and received treatment at one of its hospitals, Sutter Coast  
8 Hospital.

9 3. I am a Facebook user.

10 4. I used, and still use, Sutter’s website, sutterhealth.org. On that website, I created an  
11 account and through the patient portal, access my medical records and test results. I access Sutter’s  
12 website from my home computer.

13 5. I did not know about, or consent to, Sutter disclosing my status as a patient of Sutter  
14 or my personal information to Facebook or other third-parties.

15 6. It is my understanding that I am a member of the proposed class I am seeking to  
16 represent.

17 7. I decided to serve as a class representative in this class action lawsuit against Sutter  
18 without any promise of receiving anything other than that received by the class. By serving as a  
19 class representative, it is my goal to ensure that all patients of Sutter who are class members in this  
20 case are properly compensated.

21 8. It is my understanding that this lawsuit could not have been brought on behalf of  
22 class members unless a Sutter patient, such as myself, decided to serve as a class representative. In  
23 deciding to serve as the class representative in this case, I understood there was a potential of my  
24 name and private health information being disclosed publicly for purposes of this case. Despite this  
25 risk, and despite the fact that I would not normally consent to such information being disclosed, I  
26 agreed to serve as a class representative.

27 9. I believe I have fulfilled my responsibilities as a class representative. I participated  
28 in the litigation and provided the following services to the class:

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- a. I reviewed and approved certain court-filings including, but not limited to, the initial Class Action Complaint.
- b. I reviewed and responded to written discovery requests by Sutter, including approximately 91 Requests for Production (“RFP”), 60 Requests for Admission, and Form Interrogatories.
- c. I searched for documents related to this lawsuit and responsive to the RFPs, which included but was not limited to my having to download my Facebook DYI and Google Takeout files on multiple occasions, deciphering and taking screenshots of my various device and browser settings, and searching through numerous social media posts. These tasks alone were very time-consuming.
- d. I prepared for my deposition and was deposed for a full day.
- e. I spoke with my attorneys both before and after mediation took place and made sure I was available and reachable during the mediation sessions.
- f. I reviewed the Settlement Agreement and discussed the terms with my attorneys. I reviewed and signed my declaration in support of the Motion for Preliminary Approval and the Motion for Attorneys’ Fees, Costs and Incentive Awards.
- g. I stayed informed and communicated with my attorneys regarding the status and progress of this lawsuit throughout the course of this litigation, which has been going on for almost six years.

These activities required time and resources that could have been spent on other things.

10. I have spent at least 50 hours participating in this litigation and providing the aforementioned services to the class thus far.

11. I think the \$10,000 incentive award my lawyers have requested, which the Settlement Agreement allows, subject to the Court’s approval, is a fair amount for the time I spent as class representative and for the privacy concerns that came with fulfilling that role.

12. I remain ready, willing, and able to continue actively participating in this lawsuit and fulfilling my responsibilities as a class representative through final disposition, including attending

1 and providing testimony at trial if necessary.

2 13. I am not aware of any conflicts between my own interests and the interests of other  
3 class members. Additionally, I am not aware of any such issues relating to my attorneys. I am not  
4 related to, nor am I employed by, any of the attorneys representing the class.

5 14. I am aware that my attorneys have a fee splitting agreement and I have agreed to it  
6 in writing.

7 15. My interests are the same as all other class members because I am seeking the same  
8 relief that they are which includes monetary compensation for Sutter's failure to obtain my consent  
9 before sharing my status as a patient and other personal and medical information about me to third-  
10 parties. I will fairly and adequately represent the interests of the proposed class.

11 16. I do not have, and never have had, any interest or involvement, financial or otherwise,  
12 in the proposed *cy pres* beneficiaries, Privacy Rights Clearinghouse and American Health  
13 Information Management Association (AHIMA).

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

16 Executed 01/23/2026, at Crescent City, California.

17 *Jane Doe II*

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19 Jane Doe II

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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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF JANE DOE II IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** 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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San Francisco, CA 94111  
rbunzel@bartkopavia.com  
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ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
01/30/2026  
By:           A. Gray           Deputy

1 Paul R. Kiesel, State Bar No. 119854  
   *kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
   *koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
   *ramirezjones@kiesel.law*  
4 **KIESEL LAW LLP**  
   8648 Wilshire Boulevard  
5 Beverly Hills, CA 90211-2910  
   Tel.: 310-854-4444  
6 Fax: 310-854-0812

7 Jason ‘Jay’ Barnes [*Pro Hac Vice*]  
   *jaybarnes@simmonsfirm.com*  
8 Eric S. Johnson [*Pro Hac Vice*]  
   *ejohnson@simmonsfirm.com*  
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10 Alton, IL 62002  
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An Truong [*Pro Hac Vice*]  
   *atruong@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
Tel.: 212-784-6400  
Fax: 212-213-5949

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  
   themselves and all others similarly situated,  
16  
   Plaintiffs,  
17  
   v.  
18 SUTTER HEALTH,  
19  
   Defendant.

Case No. 34-2019-00258072-CU-BT-GDS  
CLASS ACTION  
**DECLARATION OF CAMERON R.  
AZARI, ESQ. REGARDING  
IMPLEMENTATION AND ADEQUACY  
OF NOTICE PLAN IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**  
  
Date: February 27, 2026  
Time: 9:00 a.m.  
Dept.: 22  
Judge: Hon. Lauri A. Damrell  
  
Reservation Number: A-258072-038  
  
Action Filed: June 10, 2019  
Trial Date: None Set

1 **DECLARATION OF CAMERON R. AZARI, ESQ.**

2 I, Cameron R. Azari, Esq., hereby declare and state as follows:

3 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set  
4 forth herein, and I believe them to be true and correct.

5 2. I am a nationally recognized expert in the field of legal notice and have served as an  
6 expert in hundreds of federal and state cases involving class action notice plans.

7 3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”)  
8 and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of  
9 Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased,  
10 legal notification plans.

11 4. The facts in this declaration are based on my personal knowledge, as well as  
12 information provided to me by my colleagues in the ordinary course of business at Epiq and Epiq  
13 Legal Noticing (hereinafter “Epiq”).

14 **OVERVIEW**

15 5. This declaration describes the successful implementation of the Settlement notice plan  
16 (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Doe I and Doe II v. Sutter Health*, Case  
17 No. 34-2019-00258072-CU-BT-GDS, pending in the Superior Court of the State of California for the  
18 County of Sacramento. Previously, I executed my *Declaration of Cameron R. Azari, Esq. Regarding*  
19 *Notice Plan In Support of Motion for Preliminary Approval of Class Action Settlement* (“Notice Plan  
20 Declaration”) on May 12, 2025, which detailed Epiq’s class action notice experience, and attached  
21 Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class  
22 actions and my ability to render opinions on overall adequacy of notice plans. Epiq designed this  
23 Notice Plan based on our extensive prior experience and research into the notice issues particular to  
24 this Settlement.

25 **NOTICE PLAN METHODOLOGY**

26 6. California Rules of Court directs “[i]f the court has certified the action as a class  
27 action, notice of the final approval hearing must be given to the class members in the manner  
28

1 specified by the court.”<sup>1</sup> The Notice Plan as implemented satisfied this requirement.

2 7. The Notice Plan’s individual notice efforts via email and/or mail to identified  
3 Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach  
4 was further enhanced by a Settlement Website. In my experience, the reach of the Notice Plan was  
5 consistent with other court-approved notice plans and satisfied the requirements of due process,  
6 including its “desire to actually inform” requirement.<sup>2</sup>

7 **NOTICE PLAN DETAIL**

8 8. On October 15, 2025, the Court approved the Notice Plan and appointed Epiq as the  
9 Settlement Administrator in the *Order Granting Preliminary Approval of Class Action Settlement*  
10 *Agreement, Certifying Settlement Class, Appointing Class Representatives, Appointing Class*  
11 *Counsel, and Approving Notice Plan* (“Preliminary Approval Order”). In the Preliminary Approval  
12 Order, the Court approved, for settlement purposes only, the following “Settlement Class”:

13 All individuals who were California residents at the time they logged into their  
14 own Sutter Health MyHealthOnline portal account for purposes relating to their  
15 own healthcare from June 10, 2015, through March 20, 2020.

16 Excluded from the Settlement Class are: (a) any Judges who presided over this  
17 Action, any members of the Judges’ respective staffs, and immediate members  
18 of the Judges’ family; (b) officers and directors of the Defendant, its subsidiaries,  
19 parent companies, successors, predecessors, and any entity in which the  
20 Defendant has a controlling interest; (c) persons who timely and validly request  
21 exclusion from and/or opt-out of the Settlement Class; and (d) the legal  
22 representatives, successors or assigns of any such excluded persons.

23 9. After the Court’s Preliminary Approval Order was entered, Epiq promptly and timely  
24 implemented the Notice Plan. This declaration details the notice activities undertaken to date and  
25 explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement  
26 Class. This declaration also discusses the administration activity to date.

27 <sup>1</sup> CRC, Rule 3.769(f).

28 <sup>2</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

1 **NOTICE PLAN**

2 ***Individual Notice***

3 10. On October 30, 2025, Epiq received two data files with 1,586,956 records for  
4 identified Settlement Class Members, which included full names, email addresses (if known), and  
5 last known U.S. mail addresses, to the extent available (“Class List”). Epiq deduplicated and rolled-  
6 up the records, and loaded the unique, identified Settlement Class Member records into its database  
7 for this Settlement. These efforts resulted in 1,585,732 unique, Settlement Class Member records  
8 (of these, 83 records did not contain a valid email address or associated physical address and were  
9 not sent Notice).

10 ***Individual Notice – Email Notice***

11 11. On November 19, 2025, Epiq commenced sending 1,578,338 Email Notices to  
12 1,578,647 identified Settlement Class Members for whom a valid email address was available. Some  
13 identified Settlement Class Members shared the same valid email address and only one Email Notice  
14 was sent per unique, valid email address, thus resulting in a smaller number of Email Notices sent  
15 than the number of identified Settlement Class Members with a valid email address.

16 12. The following industry standard best practices were followed. The Email Notice was  
17 drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM  
18 filters and ensured readership to the fullest extent reasonably practicable. The Email Notice was  
19 created using an embedded html text format. This format provided easy-to-read text without  
20 graphics, tables, images and other elements that in our experience would increase the likelihood that  
21 the message was blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of  
22 email communication. The Email Notices were sent from an IP address known to major email  
23 providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was  
24 transmitted with a digital signature to the header and content of the Email Notice, which allowed  
25 ISPs to programmatically authenticate that the Email Notices were from our authorized mail  
26 services. Each Email Notice was also transmitted with a unique message identifier. The Email  
27 Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class  
28 Members. The Email Notice also included an embedded link to the Claim Form and Settlement

1 Website. By clicking the link to the Settlement Website, recipients were able to easily access the  
2 Long Form Notice and other information about the Settlement. The Email Notice is included as  
3 **Attachment 1.**

4 13. If the receiving email server could not deliver the message, a “bounce code” was  
5 returned along with the unique message identifier. For any Email Notice for which a bounce code  
6 was received indicating that the message was undeliverable for reasons such as an inactive or  
7 disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional  
8 attempts were made to deliver the Notice by email.

9 ***Individual Notice – Direct Mail***

10 14. On November 24, 2025, Epiq commenced sending 7,002 double Postcard Notices  
11 with detachable Claim Forms (“Postcard Notice”) to all identified Settlement Class Members with  
12 an associated physical address for whom a valid email address was unavailable. Subsequently, on  
13 January 2, 2026, Epiq commenced sending 225,637 Postcard Notices to all identified Settlement  
14 Class Members with an associated physical address for whom an Email Notice was returned as  
15 undeliverable after multiple attempts. The Postcard Notice was sent via United States Postal Service  
16 (“USPS”) first class mail. The Postcard Notice clearly described the Settlement and the legal rights  
17 of the Settlement Class Members. In addition, the Postcard Notice also directed the recipients to the  
18 Settlement Website where they could access the Long Form Notice and additional information about  
19 the Settlement. The Postcard Notice is included as **Attachment 2.**

20 15. Prior to sending the Postcard Notice, mailing addresses were checked against the  
21 National Change of Address (“NCOA”) database maintained by the USPS to ensure the Settlement  
22 Class Member address information was up-to-date and accurately formatted for mailing.<sup>3</sup> In  
23 addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure  
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26 <sup>3</sup> The NCOA database is maintained by the USPS and consists of approximately 160 million  
27 permanent change-of-address (COA) records consisting of names and addresses of individuals,  
28 families, and businesses who have filed a change-of-address with the Postal Service™. The address  
information is maintained on the database for 48 months and reduces undeliverable mail by  
providing the most current address information, including standardized and delivery-point-coded  
addresses, for matches made to the NCOA file for individual, family, and business moves.

1 the quality of the zip code, and were verified through Delivery Point Validation (“DPV”) to verify  
2 the accuracy of the addresses. This address updating process is standard for the industry and for the  
3 majority of promotional mailings that occur today.

4 16. The return address on the Postcard Notices is a post office box that Epiq maintains for  
5 this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding  
6 address order that had not expired (“Postal Forwards”). Postcard Notices returned as undeliverable  
7 were re-mailed to any new address available through USPS information, (for example, to the address  
8 provided by the USPS on returned mail pieces for which the automatic forwarding order has expired,  
9 but is still within the time period in which the USPS returns the piece with the address indicated). Epiq  
10 also implemented efforts to find Settlement Class Members with invalid/undeliverable addresses by  
11 obtaining better addresses using a third-party lookup service. Upon successfully locating better  
12 addresses, Postcard Notices were promptly remailed. As of January 27, 2026, Epiq has remailed 164  
13 Postcard Notices.

14 17. Additionally, a Long Form Notice and Claim Form (“Claim Package”), in English or  
15 Spanish, was mailed to all Settlement Class Members who requested one via the toll-free telephone  
16 number or other means. As of January 27, 2026, Epiq has mailed 346 Claim Packages as a result of  
17 such requests. The Long Form Notice in English is included as **Attachment 3**. The Long Form  
18 Notice in Spanish is included as **Attachment 4**. The Claim Form in English is included as  
19 **Attachment 5**. The Claim Form in Spanish is included as **Attachment 6**.

#### 20 *Notice Results*

21 18. As of January 27, 2026, an Email Notice or Postcard Notice was delivered to  
22 1,583,646 of the 1,585,732 unique, identified Settlement Class Members. This means the individual  
23 notice efforts reached approximately 99% of the identified Settlement Class.

#### 24 *Settlement Website*

25 19. On November 18, 2025, Epiq established a dedicated website for the Settlement (in  
26 English and Spanish) with an easy to remember domain name ([www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)).  
27 Relevant documents are posted on the Settlement Website, including the Long Form Notice (in  
28 English and Spanish), Claim Form (in English and Spanish), Settlement Agreement, Court’s Order

1 Granting Preliminary Approval, and other case-related documents. In addition, the Settlement Website  
2 includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how  
3 Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to  
4 the deadlines, contact information for the Settlement Administrator, and how to obtain other case-  
5 related information. Settlement Class Members are also able to file a Claim Form on the Settlement  
6 Website. The Settlement Website address was prominently displayed in all notice documents. As of  
7 January 27, 2026, there have been 47,077 unique visitor sessions to the Settlement Website, and  
8 59,292 web pages have been presented.

9 ***Toll-Free Telephone Number & Contact Information***

10 20. On November 18, 2025, Epiq established a toll-free telephone number (1-888-835-  
11 0109) for the Settlement. Callers are able to hear an introductory message and have the option to  
12 learn more about the Settlement in the form of recorded answers to FAQs, and to request that a  
13 Claim Package, in English or Spanish be mailed to them. This automated telephone system is  
14 available 24 hours per day, 7 days per week. Callers also have the option to request a callback from  
15 a live operator during regular business hours. The toll-free telephone number was prominently  
16 displayed in all notice documents. As of January 27, 2026, there have been 4,233 calls to the toll-  
17 free telephone number representing 6,050 minutes of use and 2,215 outgoing calls from a live agent  
18 representing 7,578 minutes of use.

19 21. A postal mailing address was established and continues to be available, allowing  
20 Settlement Class Members the opportunity to request additional information or ask questions.

21 ***Requests for Exclusion and Objections***

22 22. The deadline to request exclusion from the Settlement or object in writing to the  
23 Settlement was January 23, 2026. As of January 27, 2026, Epiq has received 21 requests for  
24 exclusion. As of January 27, 2026, Epiq has not received any objections to the Settlement, but is  
25 aware that Class Counsel has received one objection that is unrelated to noticing or settlement  
26 administration. The Exclusion Report is included as **Attachment 7**.<sup>4</sup>

27 \_\_\_\_\_  
28 <sup>4</sup> Because this Action involves protected health information (including patient names), the Exclusion  
(footnote continued)

1 ***Reminder Notice***

2 23. As required by the *Class Action Settlement Agreement*, Epiq will send Reminder  
3 Email Notices to all identified Settlement Class Members who have not yet filed a Claim Form or  
4 requested exclusion from the Settlement and who have a valid email address and the initial Email  
5 Notice was not returned as undeliverable. It is anticipated that the Reminder Notice efforts will  
6 stimulate additional claim filing by Settlement Class Members.

7 ***Claim Submission & Distribution Options***

8 24. The Notices provided a detailed summary of relevant information about the  
9 Settlement, including the Settlement Website address and how Settlement Class Members can file  
10 a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members  
11 are given the option of receiving a digital payment or a traditional paper check. Epiq worked with  
12 counsel for the parties to select an appropriate menu of payment options. The type of digital payment  
13 selected does not impact Epiq’s compensation for its work as the Settlement Administrator, and no  
14 digital option is discouraged relative to other options.

15 25. The deadline for Settlement Class Members to file a Claim Form is April 28, 2026.  
16 As of January 27, 2026, Epiq has received 70,917 Claim Forms (57,603 online and 13,314 paper).  
17 Since the April 28, 2026, has not yet passed, these numbers are preliminary and are subject to  
18 change. Epiq anticipates the number of Claim Forms submitted will continue to increase through  
19 the claim filing deadline, with an expected increase occurring after the Reminder Email Notices are  
20 sent. As standard practice, Epiq is in the process of conducting a complete quality control review of  
21 Claim Forms received. There is a likelihood that after detailed review, the total number of Claim  
22 Forms received will change due to duplicate and denied Claim Forms.

23 26. As of January 27, 2026, the current claims rate is approximately 4.47%. It is  
24 anticipated as additional Claim Forms are filed leading up to the filing deadline, the claims rate may  
25 be upwards of 5-10% total. As the claim filing deadline is months away, there is also a likelihood  
26

27 \_\_\_\_\_  
28 Report uses a truncated unique tracking number, rather than names, for each individual who  
requested exclusion.

1 the claims rate will fluctuate depending on various factors, including the possibility of fraudulent  
2 claim filing. Based on Epiq’s initial review of the Claim Forms received to date, Epiq anticipates  
3 the estimated payment amount is currently \$90 per Settlement Class Member.<sup>5</sup> Payments will  
4 remain at \$90 until a claims rate of approximately 9.62% is reached. Since Claim Forms are still  
5 being received and the claim filing deadline is still months away, it is anticipated the estimated  
6 payment amount provided may likely change before disbursement. Efforts to obtain corrected Claim  
7 Forms for defective Claim Forms is part of the claims administration process and will begin after  
8 the claim filing deadline has passed.

9 *Costs of Notice and Administration*

10 27. Through December 31, 2025, administration fees and expenses total \$148,567.38  
11 which is inclusive of the costs to implement the Notice Plan and handle settlement administration  
12 to date. Of this amount, \$33,122.80 is for expenses incurred for providing class notice. This amount  
13 includes print, postage, importing and standardizing data, email notice, address research, postal  
14 forwarding, and translation services. It is estimated that an additional \$213,554 will be incurred for  
15 providing class notice related to mailing the Postcard Notice to all identified Settlement Class  
16 Members with an associated physical address for whom an Email Notice was returned as  
17 undeliverable after multiple attempts in January and the upcoming Reminder Email Notice efforts.  
18 The \$33,122.80 and estimated \$213,554 expenses do not include associated project management  
19 and related billable hours.

20 28. Significant additional work remains leading up to and following the Final Approval  
21 Hearing to complete all aspects of the settlement administration. The remaining work to be  
22 completed includes: (1) processing Claim Forms and completing quality review; (2) distributing  
23 settlement funds to members of the Settlement Class with a valid Claim Form (digital payments or  
24 physical checks and postage); (3) handling undeliverable payments; (4) re-issuing payments; (5)

25  
26 \_\_\_\_\_  
27 <sup>5</sup> Section 2.9(a) of the Settlement Agreement states that “each Settlement Class member may  
28 complete and submit a single Claim Form that will, if valid and approved by the Settlement  
Administrator, entitle him or her to a payment of a pro rata share of the Net Settlement Fund, not to  
exceed Ninety Dollars (\$90.00).”

1 communications with members of the Settlement Class, including maintaining the Settlement  
2 Website and toll-free telephone number throughout the remaining duration of the settlement  
3 administration; and (6) associated project management and related billable hours to handle the  
4 distribution and related settlement administration responsibilities. Based on the current scope of  
5 settlement administration, Epiq has agreed to cap its fees and expenses at \$445,000, which includes  
6 the administration fees and expenses of \$148,567.38 through December 31, 2025, noted above. All  
7 fees and expenses are subject to the Service Contract under which Epiq is retained as the Settlement  
8 Administrator, and the terms and conditions of that agreement.

### 9 CONCLUSION

10 29. In class action notice planning, execution, and analysis, we are guided by due process  
11 considerations under the United States Constitution, by state and local rules and statutes, and further  
12 by case law pertaining to notice. This framework directs that the notice plan be designed to reach  
13 the greatest practicable number of potential class members and, that the notice or notice plan provide  
14 class members with easy access to the details of how the class action may impact their rights. All of  
15 these requirements were met in this case.

16 30. The Notice Plan’s individual notice efforts via email and/or mail to identified  
17 Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach  
18 was further enhanced by a Settlement Website. The Federal Judicial Center’s (“FJC”) *Judges’ Class*  
19 *Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for  
20 federal cases and is illustrative for state courts, states that, “the lynchpin in an objective  
21 determination of the adequacy of a proposed notice effort is whether all the notice efforts together  
22 will reach a high percentage of the class. It is reasonable to reach between 70–95%.”<sup>6</sup> Here, we have  
23 developed a Notice Plan that readily achieved a reach beyond the high end of that standard.

24 31. The Notice Plan followed the guidance for satisfying due process obligations that a  
25 notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize

26 \_\_\_\_\_  
27 <sup>6</sup> FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN  
28 LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

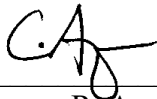
1 the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is  
2 reasonably calculated to do so:

- 3 a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process.  
4 The means employed must be such as one desirous of actually informing the  
5 absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover*  
*Trust*, 339 U.S. 306, 315 (1950); and
- 6 b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise  
7 interested parties of the pendency of the action and afford them an opportunity to  
8 present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing  
*Mullane*, 339 U.S. at 314).

9 32. The Notice Plan conformed to all aspects of the California Code of Civil Procedure  
10 and the California Rules of Court, and comported with the guidance for effective notice set out in  
11 the Manual for Complex Litigation, Fourth.

12 33. The Notice Plan schedule afforded enough time to provide full and proper notice to  
13 the Settlement Class Members before the Exclusion Deadline and Objection Deadline.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing  
15 is true and correct. Executed January 30, 2026.

16  
17   
18 \_\_\_\_\_  
19 Cameron R. Azari, Esq.

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28

# Attachment 1

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**From:** Sutter Health Analytics Litigation <noreply@sutteranalyticssettlement.com>  
**To:** [REDACTED]  
**Subject:** Court Ordered Notice of Class Action Settlement

*Jane Doe I and Jane Doe II v. Sutter Health, Case No. 34-2019-00258072  
Superior Court of California, County of Sacramento*

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

***A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.***

**You can learn more at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or file a Claim Form [here](#).**

A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI, was shared with unauthorized third parties, and maintains that it did nothing wrong.

The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to participate, opt out, object, or do nothing.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from **June 10, 2015, through March 20, 2020**.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a single Claim Form. If your Claim Form is timely submitted, valid, and approved by the Settlement Administrator, you will receive a pro rata (a legal

term meaning equal share) cash payment of the Net Settlement Fund, not to exceed \$90.00.

**Other Payments.** The Settlement Fund will also be used to pay the notice and administration expenses (estimated to be between \$385,000.00 and \$445,000.00), approved attorneys' fees and costs (Class Counsel may request up to \$7,095,000.00 in fees plus reimbursement of costs and expenses estimated to be \$208,990.21), Incentive Awards (Class Representatives may each request up to \$10,000.00), and timely and valid Claims.

**Cy Pres Distribution of the Residual Settlement Funds.** Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

**How Do I Get a Payment?** You must submit a timely and valid Claim Form [online](#) or by mail postmarked by **April 28, 2026**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What Are My Other Options?** If you do not want to be bound by the Settlement, you must opt out, **postmarked by January 23, 2026**. If you do not opt out, you will give up the right to sue and will release the Released Parties from the legal claims covered by the releases. These releases, described in more detail in Article III and the definitions in Article I of the Settlement Agreement, will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties' respective websites, web domains, webpages, or portals. If you do not opt out, you may object to the Settlement by **January 23, 2026**. The [Long-Form Notice](#) on the Settlement Website explains how to opt out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement and any judgments and orders.

**Who Represents Me?** The Court has appointed lawyers to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement, and How do I Obtain Additional Information?** The Court will hold the Final Approval Hearing at **9:00 a.m. on February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so. After entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website, [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**This notice is a summary.** Learn more at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call toll-free at 1-888-835-0109.

Name	UniqueID	PIN
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Si desea recibir esta notificación en español, llámenos o visite nuestra página web: [www.SutterAnalyticsSettlement.com/es](http://www.SutterAnalyticsSettlement.com/es).

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If [REDACTED] should not be subscribed or if you need to change your subscription information for Sutter Analytics Settlement, [please use this preferences page](#).

AM014\_v08

# Attachment 2

Sutter Health Analytics Litigation  
 Settlement Administrator  
 P.O. Box 4276  
 Portland, OR 97208-4276

FIRST-CLASS MAIL  
 PRESORTED  
 U.S. POSTAGE PAID  
 PORTLAND, OR  
 PERMIT NO. 2882

Court-Approved Legal Notice

*Jane Doe I and Jane Doe II, et al. v. Sutter Health*  
 Case No. 34-2019-00258072-CU-BT-GDS,  
 Superior Court of California, Sacramento County

**If you were a California resident when you logged into your own Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a settlement.**

*A Court has authorized this notice.  
 This is **not** a solicitation from a lawyer.*

**Si desea recibir esta notificación en español,  
 llámenos o visite nuestra página web:  
[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

[REDACTED]

**CLAIM FORM**  
**Claims must be postmarked or submitted online by April 28, 2026.**

*First Name:	*MI:	*Last Name:
<input type="text"/>	<input type="text"/>	<input type="text"/>
*Address:		
<input type="text"/>		
*City:	*State:	*ZIP Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
*Email Address		
<input type="text"/>		

**Attestation:** I affirm under the laws of the United States of America and the State of California that between June 10, 2015, through March 20, 2020, I logged into Sutter Health's MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court. You can elect to receive your payment either by check or as a digital payment (e.g., an ACH direct deposit, prepaid debit card, or gift card using instructions emailed to you).

Check       Digital Payment (An email will be sent from [noreply@digitaldisbursements.com](mailto:noreply@digitaldisbursements.com) to the email address provided on this form. Please ensure the email address provided is valid and complete. If you do not provide a current and valid email address, the Settlement Administrator will attempt to send you a check to the address provided.)

Signature:

Date:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
MM		DD		YYYY			

A settlement has been reached in a class action lawsuit involving claims that Sutter Health (“Defendant”) disclosed patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of its use of third-party tracking technologies on certain webpages, including the login webpage for its MyHealthOnline portal (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Sutter Health denies the claims and any wrongdoing or liability, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from **June 10, 2015, through March 20, 2020**.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a Claim Form. If your Claim Form is timely and valid, you will receive a pro rata (a legal term meaning equal share) cash payment from the Net Settlement Fund up to \$90. The Settlement Fund will be used to pay notice and administrative expenses, approved attorneys’ fees and costs, incentive awards, and timely and valid Claims.

**How Do I Get a Payment?** You must submit a Claim Form online or by mail postmarked by **April 28, 2026**. Your cash payment will be in the form of a check unless you elect to receive payment electronically. You may submit your Claim Form online using the Unique ID and PIN found below.

Unique ID: [REDACTED] PIN: [REDACTED]

**What Are My Other Options?** If you do not want to be bound by the settlement, you must opt out in writing, postmarked by **January 23, 2026**. If you do not opt out, you will give up the right to sue and will release the Released Parties from the covered claims. If you do not opt out, you may object to the settlement by **January 23, 2026**. The Long-Form Notice, available on the Settlement Website, explains how to opt out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the settlement, any orders, and Final Judgment.

**Who Represents Me?** The Court appointed lawyers to represent the Settlement Class, called Class Counsel. You will not be charged for these lawyers. You may hire your own lawyer in this lawsuit at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing on **February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so.

**This Notice is a summary.** Learn more at [SutterAnalyticsSettlement.com](http://SutterAnalyticsSettlement.com), or call toll-free **1-888-835-0109**. AM0132 v.04



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

SUTTER HEALTH ANALYTICS LITIGATION  
SETTLEMENT ADMINISTRATOR  
C/O EPIQ  
PO BOX 4276  
PORTLAND OR 97208-9654



# Attachment 3

Superior Court of California – County of Sacramento  
*Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI, was shared with unauthorized third parties, and maintains that it did nothing wrong.
- You are included in the Settlement Class if you were a California resident at the time you logged into your Sutter Health MyHealthOnline portal account for purposes relating to your own healthcare from **June 10, 2015, through March 20, 2020**.
- If you are a Settlement Class Member, you are eligible to submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment from the Net Settlement Fund up to \$90.

**Read this Notice carefully. Your legal rights are affected whether you do or don’t act.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The <b>only</b> way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>April 28, 2026</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Postmarked by: <b>January 23, 2026</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>January 23, 2026</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights to sue for claims covered by the releases in the Settlement Agreement.	

- Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and costs, and Incentive Awards. Cash payments will not be provided unless the Court approves the Settlement.

## Basic Information

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this proposed class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento is overseeing this proposed class action. The lawsuit is called *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “lawsuit”). The people who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives,” and the entity being sued, Sutter Health, is the “Defendant.”

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

## 2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who allegedly have similar claims. In a class action, one court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

## 3. What is this lawsuit about?

Plaintiffs allege that Sutter Health violated the California Invasion of Privacy Act (California’s wiretap law) and breached contractual obligations to its patients by disclosing patients’ PII and/or PHI to third parties like Facebook and Google, as a result of its use of third-party tracking, analytics, and/or advertising technologies on certain of its webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared).

Sutter Health denies Plaintiffs’ claims in the lawsuit, including but not limited to, denies that any patient information was shared with unauthorized third parties, denies that any PII or PHI was shared with unauthorized third parties, denies that any violations or breach of any kind took place, and maintains that it did nothing wrong.

## 4. Why is there a Settlement?

Plaintiffs and Sutter Health do not agree about the claims in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Sutter Health. Instead, the Plaintiffs and Sutter Health have agreed to settle the lawsuit because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit. The Settlement does **NOT** mean that Sutter Health did anything wrong, and there is no admission of any liability.

## Who’s Included in the Settlement?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all individuals who were California residents at the time they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from **June 10, 2015, through March 20, 2020**.

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

Excluded from the Settlement Class are: (1) any Judge presiding over this lawsuit, any members of the Judge’s respective staffs, and immediate members of the Judge’s family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who timely and validly request exclusion from and/or opt out of the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call toll-free **1-888-835-0109**.

## The Settlement Benefits

### 8. What does the Settlement provide?

A \$21.5 million Settlement Fund will be established to pay costs of notice and administration for the Settlement (estimated to be between \$385,000 and \$445,000), Incentive Awards to the Class Representatives (each may request up to \$10,000), payment of Class Counsel’s Attorneys’ Fees Award (they may request up to \$7,095,000) and Reimbursement of Expenses (estimated to be \$208,990.21), and payment of claims.

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

If you are a Settlement Class Member, you can submit a single Claim Form, which, if timely submitted, valid, and approved by the Settlement Administrator, entitles you to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund of up to \$90.

Any funds remaining after the payments listed above will be distributed to the nonprofits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

A detailed description of the Settlement benefits can be found in the Settlement Agreement at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

## 9. How much will my cash payment be?

The actual monetary amount paid to each Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. Cash payments will not exceed \$90. Cash payments will not be provided to Settlement Class Members unless and until the Court approves the Settlement and it becomes final.

## 10. When will I get my cash payment?

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final after any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle. All checks will expire and become void 180 days after they are issued.

## How to Get Benefits

### 11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a cash payment as described above. You must submit a Claim Form either online at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by **11:59 p.m. PST on April 28, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by April 28, 2026**. Claim Forms are available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by calling **1-888-835-0109**, or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

When filing a Claim Form, you must provide the Unique ID located on the Notice you received by postcard or email. If you are unable to locate your Unique ID, please call **1-888-835-0109**.

### 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

## Remaining in the Settlement

### 13. What am I giving up to receive a cash payment or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about any of the alleged circumstances and issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

### 14. What are the Released Claims?

The Released Claims will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties’ respective websites, web domains, webpages, or portals. The Released Claims and the Release are described in more detail in Article III and the definitions in Article I of the Settlement Agreement, so please read these sections carefully. The Settlement Agreement is available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). If you have any questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

### 15. What happens if I do nothing at all?

If you do nothing, you will not get a cash payment from this Settlement. Additionally, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Parties for the Released Claims, unless you exclude yourself by opting out of the Settlement.

## The Lawyers Representing You

### 16. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeffrey A. Koncius and Nicole Ramirez Jones with the law firm Kiesel Law LLP, along with Jason “Jay” Barnes and Eric Johnson with the law firm Simmons Hanly Conroy LLP, as Class Counsel to represent you and the other Settlement Class Members for purposes of this Settlement only. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

### 17. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to \$7,095,000 of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve Incentive Awards for the Class Representatives of up to \$10,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses and the Incentive Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses and Incentive Awards will be made available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) after it is filed with the Court.

## Excluding Yourself from the Settlement

### 18. How do I opt out of the Settlement?

To opt out (exclude yourself) from the Settlement, you must mail a written request for exclusion, which includes the following information:

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature;
- 3) The name and number of the case, which is *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS; and
- 4) A statement in any form that indicates your intent to request to be excluded from the Settlement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address and be **postmarked** by **January 23, 2026**:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

**You cannot opt out (exclude yourself) by telephone or email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt out hasn’t been signed by each and every individual Settlement Class Member will not be allowed.

### **19. If I do not opt out, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the claims being resolved by this Settlement and the Releases relating to the lawsuit will apply to you, and you will be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the lawsuit. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties for the claims being resolved by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

### **20. If I opt out, can I get anything from this Settlement?**

No. If you opt out, you will not be entitled to receive a cash payment. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

## **Objecting to the Settlement**

### **21. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court why you do not agree with all or any part of the Settlement.

To object in writing, you must file an objection with the Court by **January 23, 2026**, and serve on Class Counsel and Sutter Health’s Counsel by hand, U.S. Mail, or private courier (such as Federal Express) by **January 23, 2026**, stating that you object to the Settlement in *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement Class Member;
- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the final Approval Hearing and asks to speak;
- 7) If you or your lawyer have objected to any class action Settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the Settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

File the objection with the Court and mail a copy to the two addresses below, postmarked no later than **January 23, 2026**.

Court	Class Counsel	Defendant's Counsel
Clerk of Court Sacramento Superior Court 720 9 <sup>th</sup> Street, Dept. 22 Sacramento, CA 95814	Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910	Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111

You can also appear and object at the final Approval Hearing, regardless of whether you have submitted written objections.

## 22. What is the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

## The Court's final Approval Hearing

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

The Court will hold the final Approval Hearing at **9:00 a.m.** on **February 27, 2026**, before the Honorable Lauri A. Damrell in Dept. 22 at the Sacramento Superior Court, 720 9<sup>th</sup> Street, Sacramento, CA 95814. At the hearing, the Court will consider whether to give final approval based on the Settlement being fair, reasonable, adequate, and in the best interest of the Settlement Class; consider Class Counsel's request for attorneys' fees, costs, and expenses; and consider the request for Incentive Awards to the Class Representatives.

If there are objections that were filed by the deadline or made at the final Approval Hearing, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website, [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), to confirm the date and time of the final Approval Hearing have not changed. After entry, copies of the Order Granting final Approval and the Notice of Entry of Judgment will be available on the Settlement Website.

## 24. Do I have to attend the final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to attend the final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

You may attend the final Approval Hearing remotely. If you wish to attend the final Approval Hearing remotely, you can join via the Department's Zoom link or phone number and provide the following access information for the appropriate Department in the Notice:

### Department 22:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

**25. May I speak at the Final Approval Hearing?**

Yes. You can (but do not have to) participate and speak for yourself at the final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you may file a Notice of Intention to Appear and specifically include a statement whether you or your lawyer will appear at the final Approval Hearing. Regardless of whether you file a Notice of Intention to Appear, the Court generally will hear from any Settlement Class Member who attends the final Approval Hearing and asks to speak.

**Getting More Information****26. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other related documents, including, but not limited to, the Orders Granting Preliminary Approval and final Approval and the Notice of Entry of Judgment, will be available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). You may get additional information at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by calling toll-free **1-888-835-0109**, or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.**

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-888-835-0109.**

# Attachment 4

Tribunal Superior de California, condado de Sacramento  
*Jane Doe I y Jane Doe II, et al. v. Sutter Health*, caso n.º 34-2019-00258072-CU-BT-GDS

**Si era residente de California cuando inició sesión en su cuenta del portal MyHealthOnline de Sutter Health entre el 10 de junio de 2015 y el 20 de marzo de 2020, para fines relacionados con su propia atención médica, puede tener derecho a un pago en efectivo de una Conciliación.**

*Un tribunal autorizó este Aviso. No constituye una demanda en su contra. No se trata del ofrecimiento de servicios de un abogado.*

- Se llegó a una Conciliación en una demanda colectiva presentada contra Sutter Health (“Demandada”). En la demanda se reclama que la Demandada divulgó la información de identificación personal (“IIP”) o la información médica protegida (“IMP”) de sus pacientes a terceros sin consentimiento debido a que la Demandada hizo uso de tecnologías de seguimiento de terceros en ciertas páginas web, incluida la página web de inicio de sesión del portal MyHealthOnline (pero no hay alegación de ningún seguimiento o divulgación desde el portal MyHealthOnline ni alegación de que se compartieran ID de usuario o contraseñas). La Demandada niega estas reclamaciones, lo que incluye, entre otras cosas, negar que se haya compartido cualquier información del paciente, IIP o IMP, con terceros no autorizados, y mantiene que no hizo nada malo.
- Usted está incluido en el Grupo de la Conciliación si era residente de California en el momento en que inició sesión en su cuenta del portal MyHealthOnline de Sutter Health para fines relacionados con su propia atención médica entre el 10 de junio de 2015 y el 20 de marzo de 2020.
- Si usted es un Miembro del Grupo de la Conciliación, podrá presentar un Formulario de reclamación válido y dentro del plazo indicado para recibir un pago en efectivo prorrateado (este es un término jurídico que significa distribución equitativa) del Fondo de la Conciliación neto que podrá llegar hasta un máximo de \$90.

**Lea este Aviso detenidamente. Independientemente de que usted actúe o no, este procedimiento tendrá efecto sobre sus derechos legales.**

SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN		PLAZO LÍMITE
<b>PRESENTAR UN FORMULARIO DE RECLAMACIÓN</b>	La <b>única</b> manera de obtener un pago en efectivo es si presenta un Formulario de Reclamación válido y durante el plazo establecido.	Envío en línea o matasellos postal a más tardar el: <b>28 de abril de 2026</b>
<b>EXCLUIRSE</b>	No recibirá pagos en efectivo. Conserve su derecho de presentar su propia demanda contra las Partes exoneradas en relación con las reclamaciones legales planteadas en esta demanda.	Con matasellos postal a más tardar el: <b>23 de enero de 2026</b>
<b>OBJETAR LA CONCILIACIÓN</b>	Seguirá formando parte de la Conciliación, pero le informará al Tribunal por qué no está de acuerdo con la Conciliación. Sigue estando obligado por la Conciliación si el Tribunal la aprueba.	Presentar a más tardar el: <b>23 de enero de 2026</b>
<b>NO HACER NADA</b>	No recibirá pagos en efectivo. Renuncia a sus derechos legales de demandar por reclamaciones cubiertas por las exoneraciones del Acuerdo de Conciliación.	

- En este Aviso se explican sus derechos y opciones, **así como los plazos para ejercerlos.**
- El Tribunal aún debe decidir si aprueba o no la Conciliación, así como los honorarios de los abogados, los gastos y las Adjudicaciones por Incentivos. No se proporcionarán pagos en efectivo a menos que el Tribunal apruebe la Conciliación.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) o llame al 1-888-835-0109.**

## Información básica

### 1. ¿Por qué se proporciona este Aviso?

Un Tribunal autorizó que se cursara este Aviso dado que usted tiene derecho a saber sobre una Conciliación propuesta en relación con el juicio de esta demanda colectiva propuesta y acerca de sus derechos y opciones, antes de que el Tribunal decida si concede la aprobación definitiva de la Conciliación. En este Aviso se explican la demanda, la Conciliación, sus derechos legales, los beneficios disponibles, quiénes son elegibles para recibir los beneficios y cómo obtenerlos.

La honorable jueza Lauri A. Damrell del Tribunal Superior de California para el Condado de Sacramento está a cargo de la supervisión de esta propuesta de demanda colectiva. La demanda se titula *Jane Doe I y Jane Doe II, et al. v. Sutter Health*, caso n.º 34-2019-00258072-CU-BT-GDS (la “demanda”). Las personas que presentaron esta demanda se denominan los “Demandantes” o “Representantes del Grupo” y la entidad que está siendo demandada, Sutter Health, se denomina la “Demandada”.

### 2. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas conocidas como representantes del grupo presentan una demanda en representación de un colectivo o un “grupo” de personas que presuntamente tienen reclamaciones similares. En una demanda colectiva, un tribunal resuelve los asuntos para todos los miembros del grupo, excepto para aquellos miembros del grupo que se hayan excluido (hayan optado por retirarse) del grupo dentro del plazo establecido.

### 3. ¿De qué trata esta demanda?

Los demandantes alegan que Sutter Health infringió la Ley de Invasión de la Privacidad de California (ley de intervención telefónica de California) e infringió las obligaciones contractuales con sus pacientes al divulgar IIP o IMP de los pacientes a terceros como Facebook y Google, como consecuencia de su uso de tecnologías de seguimiento, análisis o publicidad de terceros en algunas de sus páginas web, incluida la página web de inicio de sesión del portal MyHealthOnline (pero no hay alegaciones de ningún seguimiento o divulgación desde el portal MyHealthOnline ni alegaciones de que se compartieron ID de usuario o contraseñas).

Sutter Health niega las reclamaciones de los Demandantes en la demanda, lo que incluye, entre otras cosas, negar que cualquier información del paciente se compartiera con terceros no autorizados, negar que cualquier IIP o IMP se compartiera con terceros no autorizados, negar que cualquier infracción o incumplimiento de cualquier tipo tuviera lugar, y mantiene que no hizo nada malo.

### 4. ¿Por qué existe una Conciliación?

Los Demandantes y Sutter Health no están de acuerdo con respecto a las reclamaciones planteadas en esta demanda. La demanda no se elevó a juicio, y el Tribunal no ha tomado una decisión final a favor de los Demandantes ni de Sutter Health. En su lugar, los Demandantes y Sutter Health han acordado conciliar la demanda debido a los beneficios de Conciliación disponibles y los riesgos e incertidumbre asociados con la continuación de la demanda. La Conciliación **NO** significa que Sutter Health haya hecho algo malo, y no hay admisión de ninguna responsabilidad.

## ¿Quiénes están incluidos en la Conciliación?

### 5. ¿Cómo sé si formo parte del Grupo de la Conciliación?

El **Grupo de la Conciliación** se define de la siguiente manera: todas las personas que eran residentes de California en el momento en que iniciaron sesión en su propia cuenta del portal MyHealthOnline de Sutter Health para fines relacionados con su propia atención médica entre el **10 de junio de 2015** y el **20 de marzo de 2020**.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)  
o llame al 1-888-835-0109.**

## 6. ¿Existen excepciones para ser incluido en la Conciliación?

Quedan excluidos del Grupo de la Conciliación: (1) cualquier Juez que presida esta demanda, cualquier integrante del respectivo personal del Juez, y miembros inmediatos de la familia del Juez; (2) ejecutivos y directores de la Demandada, sus filiales, empresas matrices, sucesoras, predecesoras, y cualquier entidad en la que la Demandada tenga una participación mayoritaria; (3) personas que soliciten en el plazo establecido y de forma válida ser retiradas o excluidas del Grupo de la Conciliación; y (4) los representantes legales, sucesores o cesionarios de dichas personas excluidas.

## 7. ¿Qué hago si todavía no estoy seguro de si formo parte de la Conciliación?

Si aún no está seguro de si es Miembro del Grupo de la Conciliación, puede visitar [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) o llamar al número gratuito **1-888-835-0109**.

## Los beneficios de la Conciliación

## 8. ¿Qué establece la Conciliación?

Se establecerá un Fondo de la Conciliación de \$21.5 millones para pagar los costos de aviso y administración de la Conciliación (que se calcula que oscilan entre \$385,000 y \$445,000), las Adjudicaciones por Incentivos otorgadas a los Representantes del Grupo (cada uno puede solicitar hasta \$10,000), el pago de Compensación de Honorarios por servicios jurídicos de los Abogados del Grupo (pueden solicitar hasta \$7,095,000) y el reembolso de gastos (que se estima que ascienden a \$208,990.21), y el pago de reclamaciones.

Si usted es un Miembro del Grupo de la Conciliación, puede presentar un único Formulario de reclamación que, si se presenta dentro del plazo establecido, es válido y aprobado por el Administrador de la Conciliación, le da derecho a recibir un pago en efectivo prorrateado (un término legal que significa distribución equitativa) del Fondo de la Conciliación neto por hasta un máximo de \$90.

Cualquier fondo restante después de los pagos enumerados anteriormente se distribuirá a las entidades sin ánimo de lucro Privacy Rights Clearinghouse y la AHIMA Foundation, quienes son los destinatarios de beneficencia designados (*cy pres*) aprobados por el Tribunal.

Puede encontrar una descripción detallada de los beneficios de la Conciliación en el Acuerdo de Conciliación en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

## 9. ¿A cuánto ascenderá mi pago en efectivo?

El monto monetario real pagado a cada Miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido y dentro del plazo establecido no se determinará hasta después de que haya pasado la Fecha límite de presentación de Reclamaciones. Los pagos en efectivo no superarán los \$90. No se realizará ningún pago en efectivo a los Miembros del Grupo de la Conciliación hasta que el Tribunal apruebe la Conciliación y esta se considere definitiva.

## 10. ¿Cuándo recibiré mi pago en efectivo?

Si usted presenta un Formulario de reclamación válido y dentro del plazo establecido, los pagos en efectivo se proporcionarán después de que el Tribunal apruebe la Conciliación y esta adquiera un carácter definitivo después de que se complete cualquier proceso de apelación. El pago se realizará en forma de cheque, a menos que elija recibir el pago por PayPal, Venmo o Zelle. Todos los cheques vencerán y serán nulos 180 días después de su emisión.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)  
o llame al 1-888-835-0109.**

## Cómo obtener beneficios

### 11. ¿Cómo presento un Formulario de reclamación?

Debe enviar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo según se describe arriba. Debe enviar un Formulario de reclamación en línea en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), a más tardar a las **11:59 p. m. PST el 28 de abril de 2026**, o por correo al Administrador de la Conciliación a la dirección que figura en el Formulario de reclamación, **con matasellos postal a más tardar el 28 de abril de 2026**. Los Formularios de reclamación están disponibles en el Sitio web de la Conciliación en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), llamando al **1-888-835-0109** o escribiendo a:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

Al presentar un Formulario de reclamación, debe proporcionar la Identificación única que se encuentra en el Aviso que recibió por correo postal o electrónico. Si no puede localizar su Identificación única, llame al **1-888-835-0109**.

### 12. ¿Qué sucede si mi información de contacto cambia después de que enví un Formulario de reclamación?

Si usted cambia su dirección postal o dirección de correo electrónico después de presentar un formulario de reclamación, es su responsabilidad comunicarle al Administrador de la Conciliación su información actualizada. Deberá notificar al Administrador de la Conciliación cualquier cambio por escrito a la siguiente dirección:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

## Permanecer en la Conciliación

### 13. ¿A qué estoy renunciando al recibir un pago en efectivo o al permanecer en el Grupo de la Conciliación?

A menos que se excluya (se retire), usted elige permanecer en el Grupo de la Conciliación. Si se aprueba la Conciliación y se torna definitiva, todas las órdenes y sentencias del Tribunal se aplicarán a usted y serán legalmente vinculantes para usted. Usted no podrá iniciar o continuar una demanda, ni ser parte de ninguna otra demanda contra las Partes exoneradas por cualquiera de las circunstancias y asuntos alegados en esta demanda que sean exonerados mediante la presente Conciliación. Los derechos específicos a los que usted renuncia se denominan “Reclamaciones exoneradas”.

### 14. ¿Cuáles son las Reclamaciones exoneradas?

Las Reclamaciones exoneradas cubrirán todas y cada una de las reclamaciones contra las Partes exoneradas razonablemente relacionadas con cualquier hecho alegado en la demanda con respecto a la presunta divulgación, uso, interceptación o transferencia de información a través del uso de Google Analytics, el píxel Meta, otras cookies, otros píxeles, balizas web, scripts Java u otras tecnologías de seguimiento, análisis o publicidad en o involucradas en cualquiera de los respectivos sitios web, dominios web, páginas web o portales de las Partes exoneradas. Las Reclamaciones exoneradas y la Exoneración se describen con más detalle en el Artículo III y en las definiciones del Artículo I del Acuerdo de Conciliación, por lo que le rogamos que lea estas secciones con atención. El Acuerdo de Conciliación está disponible en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). Si tiene preguntas acerca de la Exoneración o las Reclamaciones exoneradas y el significado del texto del Acuerdo de Conciliación, puede hablar sin costo alguno con los Abogados del Grupo detallados más adelante o puede, por su cuenta y gasto, hablar con su propio abogado.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)  
o llame al 1-888-835-0109.**

## 15. ¿Qué sucede si no actúo?

Si no actúa, no recibirá ningún pago en efectivo en virtud de esta Conciliación. Además, no podrá iniciar una demanda ni formar parte de ninguna otra demanda contra las Partes exoneradas por las Reclamaciones exoneradas, a menos que se excluya voluntariamente de la Conciliación.

## Los abogados que lo representan

## 16. ¿Tengo un abogado en la demanda?

Sí. El Tribunal ha designado a Jeffrey A. Koncius y Nicole Ramirez Jones con el bufete de abogados Kiesel Law LLP, junto con Jason “Jay” Barnes y Eric Johnson con el bufete de abogados Simmons Hanly Conroy LLP, como Abogados del Grupo para que los representen a usted y a los demás Miembros del Grupo de la Conciliación a los fines de esta Conciliación únicamente. No se le cobrarán los servicios de estos abogados. Si desea ser representado por su propio abogado en esta demanda, puede contratar uno por su propia cuenta.

## 17. ¿Cómo se les pagará a los Abogados del Grupo?

Los Abogados del Grupo le solicitarán al Tribunal que ordene el pago de honorarios por servicios jurídicos hasta \$7,095,000 del Fondo de la Conciliación, más el reembolso de costos. Los Abogados del Grupo también solicitarán al Tribunal que apruebe Adjudicaciones por Incentivos para los Representantes del Grupo de hasta \$10,000 por cada uno por sus esfuerzos por lograr la Conciliación. Si el Tribunal los aprueba, los honorarios por servicios jurídicos y costos de los abogados y las Adjudicaciones por Incentivos se pagarán del Fondo de la Conciliación. El Tribunal puede adjudicar sumas inferiores a las solicitadas.

La solicitud de los Abogados del Grupo para los honorarios por servicios jurídicos y gastos de los abogados y las Adjudicaciones por Incentivos se pondrá a disposición en el Sitio web de la Conciliación en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) después de que se presente ante el Tribunal.

## Excluirse de la Conciliación

## 18. ¿Cómo me excluyo de la Conciliación?

Para retirarse (excluirse) de la Conciliación, debe enviar por correo postal una solicitud de exclusión por escrito que incluya la siguiente información:

- 1) Su nombre, dirección, número de teléfono y dirección de correo electrónico (según corresponda)
- 2) Su firma física personal,
- 3) El nombre y número del caso, el cual es *Jane Doe I and Jane Doe II, et al v. Sutter Health*, Caso No. 34-2019-00258072-CU-BT-GDS; y,
- 4) Una declaración en cualquier forma que indique su intención de solicitar que lo excluyan de la Conciliación.

La solicitud de exclusión debe **enviarse por correo** al Administrador de la Conciliación a la siguiente dirección **con matasellos postal a más tardar el 23 de enero de 2026**:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

**No puede excluirse (optar por excluirse) por teléfono ni por correo electrónico.**

No se permitirán las solicitudes de exclusión “masivas” o “grupales” presentadas por terceros en nombre de “un conjunto masivo” o “un grupo” de Miembros del Grupo de la Conciliación o múltiples Miembros del Grupo de la Conciliación cuando la exclusión no haya sido firmada por cada Miembro del Grupo de la Conciliación.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)  
o llame al 1-888-835-0109.**

## 19. Si no me excluyo, ¿puedo iniciar acciones legales contra la Demandada por el mismo asunto en el futuro?

No. A menos que se excluya, renuncia a cualquier derecho a demandar a cualquiera de las Partes exoneradas por las reclamaciones que se resuelvan en virtud de esta Conciliación y las Exoneraciones relacionadas con la demanda se aplicarán a usted, y estará vinculado por todas las estipulaciones de esta Conciliación y por todos los procedimientos, órdenes y sentencias en la demanda. Usted debe retirarse de esta demanda para poder iniciar o continuar con su propia demanda o ser parte de cualquier otra demanda contra las Partes exoneradas por las reclamaciones que resuelve esta Conciliación. Si usted tiene una demanda en trámite, hable de inmediato con el abogado que lo representa en ese caso.

## 20. Si me retiro, ¿puedo obtener algo de esta Conciliación?

No. Si opta por la exclusión, no tendrá derecho a recibir un pago en efectivo. Solo puede recibir un pago en efectivo si permanece en la Conciliación y presenta un Formulario de reclamación dentro del plazo establecido y de forma válida.

## Cómo objetar la Conciliación

### 21. ¿Cómo le hago saber al Tribunal que no estoy conforme con la Conciliación?

Si usted es Miembro del Grupo de la Conciliación, puede informar al Tribunal por qué no está de acuerdo con la totalidad o alguna parte de la Conciliación.

Para objetar por escrito, debe presentar una objeción ante el Tribunal a más tardar el **23 de enero de 2026**, y notificar a los Abogados del Grupo y a los Abogados de Sutter Health en mano propia, por correo postal de los EE. UU. o por mensajería privada (como Federal Express) a más tardar el **23 de enero de 2026**, indicando que usted se opone a la Conciliación en *Jane Doe I y Jane Doe II, et al. v. Sutter Health*, Caso n.º 34-2019-00258072-CU-BT-GDS.

Para presentar una objeción, no puede excluirse del Grupo de la Conciliación. Su objeción debe incluir la siguiente información:

- 1) su firma personal como objetor;
- 2) su nombre completo y dirección actual;
- 3) una explicación del motivo por el que dice ser Miembro del Grupo de la Conciliación;
- 4) todos los motivos de la objeción, incluidas todas las citaciones a las referencias legales y pruebas que respalden la objeción;
- 5) el nombre y la información de contacto de todos y cada uno de los abogados que le representan, asesoran o ayudan de alguna manera en relación con la preparación o presentación de la objeción o que pueden beneficiarse de la presentación de la objeción;
- 6) puede incluir una declaración que indique si tiene la intención de comparecer en la Audiencia de aprobación definitiva (ya sea personalmente o a través de su abogado que presente una comparecencia ante el Tribunal de acuerdo con las Reglas locales), aunque el Tribunal generalmente escuchará a cualquier Miembro del Grupo de la Conciliación que asista a la Audiencia de aprobación definitiva y pida hablar; y
- 7) si usted o su abogado han presentado una objeción a cualquier Conciliación de demanda colectiva en la que usted o su abogado hayan solicitado o recibido cualquier pago a cambio de la desestimación de la objeción, o cualquier apelación relacionada, sin ninguna modificación del acuerdo de Conciliación, entonces la objeción debe incluir una declaración que identifique cada caso por título completo del caso y monto del pago recibido.

Presente la objeción en el Tribunal y envíe una copia a las dos direcciones que figuran a continuación, con matasellos postal a más tardar el **23 de enero de 2026**.

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)  
o llame al 1-888-835-0109.**

Tribunal	Abogados del Grupo	Abogados de la Demandada
Clerk of Court Sacramento Superior Court 720 9 <sup>th</sup> Street, Dept. 22 Sacramento, CA 95814	Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910	Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111

También puede comparecer y manifestar su objeción en la Audiencia de aprobación definitiva, independientemente de si ha presentado objeciones por escrito.

## 22. ¿Cuál es la diferencia entre objetar la Conciliación y excluirme de esta?

Objetar es sencillamente decirle al Tribunal que a usted no le gusta algo de la Conciliación. Puede presentar una objeción solo si es parte del Grupo de la Conciliación. Excluirse del Grupo de la Conciliación es indicarle al Tribunal que no quiere formar parte del Grupo de la Conciliación. Si se excluye, no puede objetar porque deja de formar parte de la Conciliación.

## Audiencia de aprobación definitiva del Tribunal

### 23. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?

El Tribunal celebrará la Audiencia de aprobación definitiva a las **9:00 a. m. el 27 de febrero de 2026**, ante la honorable jueza Lauri A. Damrell en el Dept. 22 del Tribunal Superior de Sacramento, 720 9<sup>th</sup> Street, Sacramento, CA 95814. En la audiencia, el Tribunal considerará si otorga la aprobación definitiva de la Conciliación por ser justa, razonable, adecuada y beneficiosa para el Grupo de la Conciliación; considerará la solicitud de los Abogados del Grupo de recibir compensación por honorarios por servicios jurídicos, costos y gastos de abogados; y considerará la solicitud de Adjudicaciones por Incentivos para los Representantes del Grupo.

Si hay objeciones que se presentaron antes de la fecha límite o se hicieron en la Audiencia de aprobación definitiva, el Tribunal las considerará. Si presenta una objeción dentro del plazo establecido, y desea declarar en la audiencia, el Tribunal también lo escuchará a usted o a su abogado declarar en la audiencia, si así lo solicita.

**Nota:** la fecha y la hora de la Audiencia de aprobación definitiva están sujetas a cambios sin previo aviso al Grupo de la Conciliación. El Tribunal también puede decidir celebrar la audiencia a través de Zoom o por teléfono. Debe consultar el Sitio web de la Conciliación, [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), para confirmar que la fecha y hora de la Audiencia de aprobación definitiva no hayan cambiado. Después de su expedición, las copias de la Orden que establece la aprobación definitiva y el Aviso de registro de sentencia estarán disponibles en el Sitio web de la Conciliación.

### 24. ¿Tengo que asistir a la Audiencia de aprobación definitiva?

No. Los Abogados del Grupo responderán todas las preguntas que el Tribunal pueda tener. Sin embargo, puede venir por su cuenta si lo desea. Si presenta una objeción, no necesitará asistir a la Audiencia de aprobación definitiva para hablar sobre ella. Siempre que presente su objeción por escrito antes del plazo límite, el Tribunal la considerará.

Puede asistir a la Audiencia de aprobación definitiva de forma remota. Si desea asistir a la Audiencia de aprobación definitiva de forma remota, puede unirse a través del enlace o número de teléfono de Zoom del Departamento y proporcionar la siguiente información de acceso:

#### Departamento 22:

Para unirse por enlace de Zoom: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

Para unirse por teléfono: (833) 568-8864 / ID: 16184738886

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) o llame al 1-888-835-0109.**

## 25. ¿Puedo hablar en la Audiencia de aprobación definitiva?

Sí. Podrá participar y hablar en su nombre en la Audiencia de aprobación definitiva (pero no está obligado a hacerlo). Esto se conoce como la comparecencia. Asimismo, puede hacer que su abogado haga uso de la palabra en su nombre, pero deberá pagar por el abogado usted mismo.

Si usted desea comparecer, o si desea que su propio abogado en lugar de los Abogados del Grupo hable en su nombre en la audiencia, usted puede presentar un Aviso de intención de comparecer e incluir específicamente una declaración de si usted o su abogado comparecerán en la Audiencia de aprobación definitiva. Independientemente de si presenta un Aviso de intención de comparecer, el Tribunal generalmente escuchará a cualquier Miembro del Grupo de la Conciliación que asista a la Audiencia de aprobación definitiva y solicite hablar.

## Cómo obtener más información

## 26. ¿Dónde obtengo más información?

Este Aviso resume la Conciliación. El Acuerdo de Conciliación contiene más detalles. El Acuerdo de Conciliación y otros documentos relacionados, incluidos, entre otros, las Órdenes que establecen aprobación preliminar y aprobación definitiva y el Aviso de registro de sentencia, estarán disponibles en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). Puede obtener información adicional en [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), llamando al número gratuito **1-888-835-0109** o escribiendo a:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
P.O. Box 4276  
Portland, OR 97208-4276

**NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL EN RELACIÓN CON ESTE AVISO.**

**¿Tiene alguna pregunta? Visite [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) o llame al 1-888-835-0109.**

# Attachment 5



\*4008339999999999996\*

Jane Doe I and Jane Doe II, et al. v. Sutter Health
In the Superior Court of California County of Sacramento,
Case No. 34-2019-00258072
Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before April 28, 2026, or submitted online by 11:59 p.m. PST on April 28, 2026.

Please read the full Notice of this settlement (available at www.SutterAnalyticsSettlement.com) carefully before filling out this Claim Form. To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit a claim at www.SutterAnalyticsSettlement.com

MAIL: Sutter Health Analytics Litigation
Settlement Administrator
P.O. Box 4276
Portland, OR 97208-4276

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

Form fields for FIRST NAME, MI, LAST NAME, ADDRESS, CITY, STATE, ZIP CODE, EMAIL ADDRESS, and UNIQUE ID.

POTENTIAL CASH PAYMENT: You may be eligible to receive a cash payment of a pro rata share of the available settlement funds not to exceed Ninety Dollars (\$90.00) if you logged into Sutter Health's MyHealthOnline portal for purposes of addressing your health from June 10, 2015, through March 20, 2020.

Your cash payment will be sent in the form of a check unless you select Venmo, PayPal, or Zelle. If you would like payment in a different form, please select from the options below:

Form fields for Venmo, PayPal, Zelle, and Check payment options with corresponding email address fields.

PART TWO: ATTESTATION

I affirm under the laws of the United States of America and the State of California that between June 10, 2015, and March 20, 2020, I logged into Sutter Health's MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information, and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court.

Signature line and DATE: MM - DD - YYYY

Please keep a copy of your Claim Form for your records.

Questions? Go to www.SutterAnalyticsSettlement.com or call 1-888-835-0109.

# Attachment 6



# Attachment 7



**Exclusion Report**  
***Doe I and Doe II v. Sutter Health***

<b>Number</b>	<b>TN</b>
1	**9140
2	**5823
3	**9426
4	**0655
5	**5544
6	**3963
7	**6249
8	**7970
9	**2770
10	**8817
11	**7517
12	**9016
13	***6428
14	***4012
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16	***6901
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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 January 30, 2026, I served true copies of the following documents described as **DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND ADEQUACY OF NOTICE PLAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:


Robert H. Bunzel  
Michael D. Abraham  
Stephen C. Steinberg  
Kerry Duffy  
**BARTKO PAVIA LLP**  
1100 Sansome Street  
San Francisco, CA 94111  
rbunzel@bartkopavia.com  
mabraham@bartkopavia.com  
ssteinberg@bartkopavia.com  
kduffy@bartkopavia.com  
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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez

1 Paul R. Kiesel, State Bar No. 119854  
    *kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
    *koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
    *ramirezjones@kiesel.law*  
4 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
5 Beverly Hills, CA 90211-2910  
Tel.: 310-854-4444  
6 Fax: 310-854-0812

7 Jason 'Jay' Barnes, State Bar No. 362776  
    *jaybarnes@simmonsfirm.com*  
8 Eric Johnson [*Pro Hac Vice*]  
    *ejohnson@simmonsfirm.com*  
9 **SIMMONS HANLY CONROY LLP**  
One Court Street  
10 Alton, IL 62002  
Tel.: 618-259-2222

An Truong [*Pro Hac Vice*]  
    *atruong@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
Tel.: 212-784-6400  
Fax: 212-213-5949

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  
themselves and all others similarly situated,  
16  
    Plaintiffs,  
17  
    v.  
18 SUTTER HEALTH,  
19  
    Defendant.

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

**CLASS ACTION**

**PLAINTIFFS' RESPONSE TO SINGLE  
OBJECTION TO SETTLEMENT, AND IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEY'S FEES, COSTS AND  
INCENTIVE AWARDS**

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

Reservation Number: A-258072-038

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

1 Pursuant to the Sacramento County Superior Court Checklist for Approval of Class Action  
2 and/or Private Attorneys General Act (“PAGA”) Settlements at II(7), that class counsel submit a  
3 “brief responding to the objections,” Plaintiffs hereby respond to the November 21, 2025 letter of  
4 Edward V. Lewandowski (attached hereto for the Court’s convenience; “Letter”), the only  
5 “objection” from a Class member in response to the more than 1.5 million notices sent, as follows:

6 At the outset, it is not completely clear that this is actually an objection. While it does raise  
7 various issues relating to the merits of the case, attorneys’ fees and costs, incentive awards and  
8 amounts to be paid Class members, Mr. Lewandowski concludes his letter by stating that “I will not  
9 be filing a claim” due to the case being “nonsense” and he “resent[s] it.” *See* Letter. Unsure of  
10 whether he intended to opt out or object, undersigned counsel attempted to reach Mr. Lewandowski  
11 by phone, but his voicemail was full, and then by fax, but the number indicated on his letterhead  
12 would not accept a fax. *See*, Declaration of Jeffrey A. Koncius in Support of Motion for Final  
13 Approval of Class Action Settlement (“Koncius Decl.”) ¶ 13. Therefore, the first question for this  
14 Court is whether this is an opt out, which would preserve his rights, or an objection.<sup>1</sup>

15 If deemed an objection, it should be overruled for the sole reason that Mr. Lewandowski has  
16 not carried his burden. As set out in the concurrently filed Motion for Final Approval of Class Action  
17 Settlement (“MFA”) and the previously filed Motion for Attorneys’ Fees, Costs and Incentive  
18 Awards, counsel has addressed every factor for those motions to be granted in full. Conversely, Mr.  
19 Lewandowski has only set forth a litany of complaints without basis. This is very similar to the  
20 situation in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), where the court addressed the  
21 objections filed there by Mr. Geer: “Geer contends the trial court erred in finding the settlement fair  
22 and reasonable, because Dunk did not meet his burden to show it was. Geer misapprehends Dunk’s  
23 burden. Dunk made a sufficient showing which Geer failed to adequately rebut.” *Id.* at 1800.

24 Here, Mr. Lewandowski refers to this case as being “specious,” “conjure[d] up,” “frivolous,”  
25 the “California Gold Rush without the benefit of pans, picks and shovels” where the attorneys did  
26 “nothing” to justify the “excessive[]” fee sought compared to the “miniscule payment” to the  
27

28 <sup>1</sup> Counsel for Sutter Health contends that the submission is an objection.

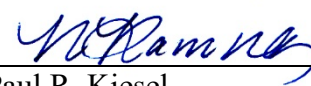
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“harmed” Class. The litigation says otherwise. *See*, MFA. This case has been pending for more than six years with more than 4,786.5 hours of attorney time spent on the matter with non-reimbursed costs of over \$216,000. *Id.*; *see also* Motion for Fees. None of those amounts are indications of a makeweight lawsuit and, if truly frivolous, Sutter Health’s very competent counsel would have had it dismissed and Sutter Health itself would never have agreed to resolve it for \$21.5 million (albeit without admitting liability). And, the hard work by counsel more than supports the fees, costs and awards sought.

The submission by Mr. Lewandowski, if viewed as an objection, should be overruled.

DATED: January 30, 2026

**KIESEL LAW LLP**

By:   
\_\_\_\_\_  
Paul R. Kiesel  
Jeffrey A. Koncius  
Nicole Ramirez Jones

**SIMMONS HANLY CONROY LLP**

\_\_\_\_\_  
Jay Barnes [admitted *Pro Hac Vice*]  
An Truong [admitted *Pro Hac Vice*]  
Eric Johnson [admitted *Pro Hac Vice*]

**ATTACHMENT**

*Edward V. Lewandowski*  
*Investments*

*805 Darnell Road*  
*Hillsborough, CA 94010*

November 21, 2025

The Honorable Lauri A. Damrell  
c/o Clerk of Court  
Sacramento Superior Court 7  
20 9th Street, Dept. 22  
Sacramento, CA 95814

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

Your Honorable Damrell:

This is in reference to subject litigation and proposed settlement.

Please note the MAXIMUM payment an injured party may receive from this settlement is \$90. The amount being awarded to the attorneys who instigated this apparently specious lawsuit exceeds \$7,000,000 PLUS expense reimbursement , and "Incentive Awards!", more than \$200,000.

There is something tragically deficient in our legal system if enterprising lawyers can conjure up a frivolous lawsuit and be compensated excessively more than the damaged parties. This appears to resemble the California Gold Rush without the benefit of pans, picks and shovels.

The purpose of this letter is to request that you dramatically reduce the lawyers' compensation in this matter as they appear to have done nothing to justify a multimillion dollar payment compared the miniscule payment to the "harmed" litigants.

My name has been approved for a settlement payment but I will not be filing a claim. The net effect of this nonsense is to unnecessarily drive up healthcare costs and I resent it.

Thank you for your consideration.



Edward V. Lewandowski

✓ CC: Bartko Pavia LLP

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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 January 30, 2026, I served true copies of the following documents described as **PLAINTIFFS’ RESPONSE TO SINGLE OBJECTION TO SETTLEMENT, AND IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEY’S 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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*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 January 30, 2026, at Beverly Hills, California.

  
\_\_\_\_\_  
Jessica Mendez