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FILED
Superior Court of California
County of Sacramento
03/06/2026
V. Aleman, 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

*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

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.

28

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 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 \$ GFÎ Ê HUÈFF .

6 16. The Court further approves an incentive award of \$ FÈÈÈÈ 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
25
26



Lauri A. Damrell

The Hon. Lauri A. Damrell
Judge of the Sacramento Superior Court

EXHIBIT “1”

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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 COUNTY OF SACRAMENTO

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

24 Plaintiffs,

25 v.

26 SUTTER HEALTH,

27 Defendant.

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

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

CLASS ACTION SETTLEMENT
AGREEMENT

Action Filed: June 10, 2019

Trial Date: None Set

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CLASS ACTION SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **AGREEMENT**

8 **ARTICLE I**

9 **(Definitions)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

17

18

ARTICLE II

19

(Settlement Relief)

20

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 ARTICLE IV

6 (Notice to the Settlement Class)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 *Jane Doe I*

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

6 DATED: _____

JANE DOE II

7 _____
8 Jane Doe II, individually and as representative of
9 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: ^{Signed by:} *Jonathan Ma*
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*
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

22

By: *Jay Barnes*

Jay Barnes
Attorneys for Plaintiffs

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) 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 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 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 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.

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

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**

<<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, 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
SUBMIT A CLAIM FORM	The only way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
EXCLUDE YOURSELF	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: MONTH DD, 20YY
OBJECT TO THE SETTLEMENT	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: MONTH DD, 20YY
DO NOTHING	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 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 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.

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, 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 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. 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 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 th 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 9th 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 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. You may get additional information at 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

Number	TN
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
19	***7415
20	***9177
21	***4187

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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