

Electronically Received 02/10/2026 02:03 PM

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FILED
Superior Court of California
County of Los Angeles
03/09/2026

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ALI CONCEPCION, individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 DEANCO HEALTHCARE, LLC, dba
18 MISSION COMMUNITY HOSPITAL and
19 DOES 1 through 100, inclusive,

20 Defendants.

) Case No. 23STCV29292
)
) *[Assigned for all purposes to the Hon.*
) *David S. Cunningham, Department 11.]*

) **[PROPOSED] ORDER GRANTING**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

21 LISA ROBERT-MCCHAREN, Individually
22 and on behalf of herself and all others similarly
23 situated,

24 Plaintiff,

25 vs.

26 DEANCO HEALTHCARE, LLC, dba
27 MISSION COMMUNITY HOSPITAL,

28 Defendant.

) Case No. 23STCV29517
)
) *[Assigned for all purposes to the Hon.*
) *David S. Cunningham, Department 11.]*

1 The unopposed motion by Plaintiffs Ali Concepcion and Lisa Robert-McCharen
2 (“Plaintiffs”) for preliminary approval of the parties’ proposed class action Settlement
3 Agreement (the “Agreement”) came on for hearing before this Court on February 10, 2026, at
4 11:00 a.m. The Court, having considered all papers filed in connection with the motion, all
5 argument of counsel, and, good cause appearing, hereby ORDERS as follows:

6 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
7 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted
8 to the Court with the motion.

9 2. For purposes of the Settlement and conditioned upon the Settlement receiving
10 final approval following the final approval hearing, this Court hereby conditionally certifies the
11 Settlement Class, defined as: “All individuals whose Personally Identifying Information may
12 have been compromised in the data breach that is the subject of the Notice of Security Breach
13 that was sent to Plaintiffs and Class Members on or around November 21, 2023.”¹

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

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

25 5. For purposes of settlement only, the Court appoints as Class Counsel M. Anderson
26 Berry of Emery Reddy Berry PC; Patrick A. Barthle of Morgan & Morgan Complex Litigation

27 ¹ Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members
28 of their immediate families and their staff; (2) Deanco and its subsidiaries, parent companies,
successors, predecessors, and any entity in which Deanco, has a controlling interest; (3) natural
persons who properly execute and submit a Request for Exclusion prior to the expiration of the
Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1 Group; Ryan D. Maxey of the Maxey Law Firm, P.A.; and Daniel Srourian of Srourian Law
2 Firm, P.C.

3 6. Kroll Settlement Administration, LLC (“Kroll”) is appointed as Claims
4 Administrator. The Claims Administrator shall abide by the terms and conditions of the
5 Agreement that pertain to the Claims Administrator.

6 7. The Final Approval Hearing Date shall be **September 9, 2026 at 10:00 a.m.**
7 before the Honorable David S. Cunningham III in Department 11, Superior Court of Los Angeles,
8 located at 312 N. Spring Street, Los Angeles, California 90012, to consider: (a) the fairness,
9 reasonableness and adequacy of the proposed Agreement; (b) any objections made by Settlement
10 Class members to the proposed Agreement; (c) whether the Agreement should be finally
11 approved by this Court; (d) Class Counsel’s motion for attorneys’ fees and costs; (e) the motion
12 seeking a service award for the Plaintiffs as Class Representatives; and (f) such other matters as
13 this Court may deem proper and necessary.

14 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Awards
15 fourteen days before the deadline to object, which is 60 days after the third-party claims
16 administrator issues the class notice.

17 9. Class Counsel are to file and serve the Motion for Final Approval 16 court days
18 before the Final Approval Hearing.

19 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits B
20 and C and are hereby approved for the purpose of notifying the members of the Settlement Class
21 of the proposed settlement, the Final Approval Hearing date, and the rights of the members of
22 the Settlement Class to exclude themselves or object to the settlement, and shall be sent to the
23 members of the Settlement Class substantially in the forms approved. The parties may by mutual
24 written consent make non-substantive changes to the notices without Court approval. The costs
25 of giving notice to the members of the Settlement Class shall be deducted from the common fund.

26 11. The Claims Administrator shall issue the Class Notice by mail within 35 days
27 after the entry of this Preliminary Approval Order.

28 12. The Long-Form Notice shall be posted on the settlement website created by the
Claims Administrator.

13. Within seven days after the Opt-Out Date, the Claims Administrator shall furnish

1 to Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for
2 exclusion.

3 14. The Notice, as set forth in Exhibit B to the Agreement and to be issued in the
4 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
5 under the circumstances, to apprise the members of the Class of the pendency of this action and
6 their right to participate in, object to, or exclude themselves from the settlement. This Court
7 further finds that the Notice, as set forth in Exhibit C to the Agreement, is sufficient notice of the
8 Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for Fees,
9 Costs, and Service Award, and other matters set forth in the Agreement, and that the Notice set
10 forth in Exhibit C of the Agreement fully satisfies the California Rules of Court and due process
of law, to all persons entitled thereto.

11 15. Settlement Class Members who wish to exclude themselves from the Settlement
12 Class for purposes of this settlement may do so by submitting a request for exclusion to the
13 Claims Administrator that is postmarked by 60 days after Claims Administrator mails the Short-
14 Form Notice. The request for exclusion must comply with the exclusion procedures set forth in
15 the Agreement. Each Settlement Class Member desiring to exclude him or herself from the
16 Settlement Class shall timely submit written notice of such intent to the designated address set
17 forth in the Notice. The written request must clearly manifest the intent to be excluded from the
18 Settlement Class and must be signed by the Settlement Class Member. A request for exclusion
may not request exclusion of more than one member of the Settlement Class.

19 16. Any member of the Settlement Class who timely requests exclusion consistent
20 with these procedures may not file an objection to the settlement and shall be deemed to have
21 waived any rights or benefits under this Settlement. Settlement Class members who fail to submit
22 a valid and timely request for exclusion shall be bound by all terms of the Agreement and the
23 Final Judgment.

24 17. Any member of the Settlement Class who has not timely filed a request for
25 exclusion may object to the granting of final approval to the settlement. Settlement Class
26 members may object on their own or may do so through separate counsel at their own expense.

27 18. Any written objection to the settlement must: (a) state the Settlement Class
28 Member's full name, current mailing address, and telephone number; (b) include proof that the

1 individual is a member of the Settlement Class (e.g., copy of the settlement Notice, copy of the
2 original notice of the Data Security Incident); (c) identify the specific factual and legal grounds
3 for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e)
4 include a list, including case name, court, and docket number, of all other cases in which the
5 objector and/or the objector's counsel has filed an objection to any proposed class action
6 settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement
7 Class Member (or counsel of his or her choosing) intends to appear at the Final Approval
8 Hearing. To submit a written objection, the objector must send a letter to the third-party claims
9 administrator. Mailed objections must be submitted or postmarked within 60 days following the
10 Notice Date.

11 19. Any member of the Settlement Class who has not timely filed a request for
12 exclusion may object to the granting of final approval to the settlement by appearing at the Final
13 Approval Hearing and voicing their objection orally.

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

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

26 22. For the benefit of the Class and to protect this Court's jurisdiction, this Court
27 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
28 in accordance with the settlement preliminarily approved herein and the related orders of this
Court.

23 23. The parties are directed to carry out their obligations under the Agreement.

1 24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
2 parties or their counsel within seven days of receipt.


3 25. Further litigation in this action shall be stayed pending final approval of the
4 settlement.

5 **Summary of Applicable Dates**

- 6 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than
7 35 days after entry of this Preliminary Approval Order.
- 8 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
- 9 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
- 10 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
- 11 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- 12 • **Deadline to Respond to Objections and Move for Final Approval:** 16 court
13 days before the Final Approval Hearing.
- 14 • **Final Approval Hearing Date:** September 9, 2026 at 10:00 a.m.
- 15
- 16
- 17

18 **IT IS SO ORDERED.**

19
20 Dated: 03/09/2026



Hon. David S. Cunningham
Los Angeles Superior Court

1 **PROOF OF SERVICE**

2 I, Daniel Srourian, the undersigned, declare that:

3 I am employed in the County of Los Angeles, State of California, over the age of 18, and
4 not a party to this cause. My business address is: 3435 Wilshire Boulevard, Suite 1710, Los
5 Angeles, California 90010.

6 On February 10, 2026, I caused to be served a true copy of the foregoing [PROPOSED]
7 ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
8 SETTLEMENT

9 **(VIA EMAIL)** I caused the document to be sent to the respective e-mail address of
10 the party as stated below. I did not receive, within a reasonable time after the transmission, any
11 electronic message or other indication that the transmission was unsuccessful.

12 **MARCUS MCCUTCHEON (SBN 281444)** *Counsel for Defendant*
13 **BAKER & HOSTLETTER LLP** *Deanco Healthcare LLC dba Mission*
14 600 Anton Blvd. Suite 900 *Community Hospital*
15 Costa Mesa, CA 92626
16 (714) 754-6600
17 *mmccutcheon@bakerlaw.com*

18 I certify that I am employed in the office of a member of the bar of this court at whose
19 direction the service was made. I declare under penalty of perjury under the laws of the State of
20 California that the foregoing is true and correct.

21 Executed on February 10, 2026 at Beverly Hills, California.

22 

23 _____
24 Daniel Srourian