

ELECTRONICALLY FILED

Superior Court of California
County of Marin

FILED

James M. Kim, Clerk of the Court

P. Okubo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN**

JOHN DOE I, JOHN DOE II, AND JOHN
DOE III, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

FILED

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

Assigned for all purposes to the
Honorable Stephen P. Freccero

Trial Date: None

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2 The Court has before it Plaintiffs John Doe I, John Doe II, and John Doe III (“Class
3 Representatives or “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement.
4 Having reviewed the Motion for Preliminary Approval of Class Action Settlement and
5 Certification of Settlement Class; the Declarations of Class Counsel, Plaintiffs, the Settlement
6 Administrator, and the Non-Profit Residual Recipient and the Parties’ settlement agreement (the
7 “Settlement” or “SA”); having presided over a hearing on **05/27/2025**, ~~2025~~, and good cause
8 appearing, the Court finds and orders as follows:

- 9 1. The Court finds that the Settlement Agreement appears to be fair, adequate, and
10 reasonable and therefore meets the requirements for preliminary approval. The Court
11 grants preliminary approval of the Settlement Agreement and preliminarily certifies the
12 Settlement Class¹ based upon the terms set forth in the Settlement Agreement between
13 Plaintiffs and Defendant MarinHealth Medical Center (“Marin” or “Defendant”), filed
14 concurrently with Plaintiff’s Motion for Preliminary Approval of Class Action
15 Settlement and Certification of Settlement Class. The Court grants preliminary
16 approval of the Settlement of this Action pursuant to California Rules of Court, Rule
17 3.769(c).
- 18 2. The Settlement falls within the range of reasonableness of a settlement which could
19 ultimately be given final approval by this Court, and appears to be presumptively valid,
20 subject only to any objections that may be raised at the Fairness Hearing and final
21 approval by this Court. The Court notes that Defendant has agreed to provide a pro rata
22 cash payment, calculated in accordance with the terms of the Settlement Agreement.
23 Further, the Settlement provides for significant injunctive relief and data privacy
24 enhancements with a commitment from Marin that Marin shall remove Meta Pixel
25 technology on its websites and shall not install the Meta Pixel without notice to and
26 consent from the website users.

27
28 ¹ Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned
to them in the Settlement Agreement. (SA, Sec. 1, Definitions.).

- 1 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
2 range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount
4 is fair and reasonable to the Settlement Class Members, when balanced against the
5 probable outcome of further litigation relating to class certification, liability and
6 damages issues, and potential appeals; (2) significant formal and informal discovery,
7 investigation, research, and litigation has been conducted such that counsel for the
8 Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be
10 presented by the further prosecution of the litigation; and (4) the Settlement has been
11 reached as the result of intensive, serious, and non-collusive negotiations between the
12 Parties with the assistance of a well-respected class action mediator. Accordingly, the
13 Court preliminarily finds that the Settlement Agreement was entered into in good faith.
- 14 4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees
15 and costs to Class Counsel, and the Class Representative Service Payments should be
16 finally approved as fair, reasonable, and adequate as to the Settlement Class Members
17 is hereby set in accordance with the schedule set forth below. Consideration of any
18 application for an award of attorneys' fees, costs, expenses, and Service Payments shall
19 be separate from consideration of whether or not the proposed Settlement should be
20 approved, and from each other, and shall be embodied in separate orders.
- 21 5. The Court provisionally certifies for settlement purposes the following class (the
22 "Settlement Class"): "Defendant's patients, California citizens, and other members of
23 the public, who visited Defendant's Websites between August 1, 2019, through the date
24 05/27/2025 of preliminary approval." Excluded from the Settlement Class are: (1) the Judges
25 presiding over the Actions and members of their families; (2) Marin, its subsidiaries,
26 parent companies, successors, predecessors, and any entity in which Marin or its
27 parents, have a controlling interest, and its current or former officers and directors; (3)
28 natural persons who properly execute and submit a Request for Exclusion prior to the

1 expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded
2 natural person.

3 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
4 requirements for certification under California Code of Civil Procedure § 382 in that:
5 (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there
6 are questions of law and fact that are common, or of general interest, to all Settlement
7 Class Members, which predominate over individual issues; (3) Plaintiffs' claims are
8 typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel
9 will fairly and adequately protect the interests of the Settlement Class Members; and
10 (5) a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy.

12 7. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs
13 John Doe I, John Doe II, and John Doe III.

14 8. The Court appoints, for settlement purposes only, Ryan Clarkson, Yana Hart and Bryan
15 P. Thompson of Clarkson Law Firm; and Matthew J. Langley of Almeida Law Group,
16 as Settlement Class Counsel.

17 9. The Court preliminarily finds that the Plaintiffs and Class Counsel fairly and
18 adequately represent and protect the interests of the absent Settlement Class Members
19 in accordance with Code Civ. Proc. § 382.

20 10. The Court appoints Verita Global as the Settlement Administrator.

21 11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan set
22 forth in the Declaration of Christie Reed of Verita Global, LLC. filed in Support of the
23 Unopposed Motion for Preliminary Approval of Class Action Settlement; (2) the Long
24 Form Notice, attached as Exhibit D to the Settlement Agreement; (3) the Summary
25 Notice, attached as Exhibits F (Postcard) and G (Email Notice) to the Settlement
26 Agreement; and (4) the Claim Form, attached as Exhibit A to the Settlement
27 Agreement.
28

1 12. The Court finds on a preliminary basis that the plan for distribution of notice to
2 Settlement Class Members (the “Notice Plan”) satisfies due process, provides the best
3 notice practicable under the circumstances, and shall constitute due and sufficient
4 notice to all persons entitled thereto, and the terms of the Settlement Agreement, and
5 the Fairness Hearing, and complies fully with the requirements of the California Rules
6 of Court, the California Code of Civil Procedure, the California Civil Code, the
7 Constitution of the State of California, the United States Constitution, and any other
8 applicable law.

9 13. The Parties are ordered to carry out the Settlement according to the terms of the
10 Settlement Agreement.

11 14. With the exception of such proceedings as are necessary to implement, effectuate, and
12 grant final approval to the terms of the Settlement Agreement, all proceedings and
13 litigation deadlines are stayed in this Action and all Settlement Class Members are
14 enjoined from commencing or continuing any action or proceeding in any court or
15 tribunal asserting any claims encompassed by the Settlement Agreement pending
16 decision on Final Approval of the Settlement, unless the Settlement Class Member
17 timely submits a valid Request for Exclusion as defined in the Settlement Agreement.

18 15. The Court finds that the Notice Plan adequately informs members of the Settlement
19 Class of their right to exclude themselves from the Settlement Class so as not to be
20 bound by the terms of the Settlement Agreement.

21 16. Any member of the Class who elects to be excluded shall not be entitled to receive any
22 of the benefits of the Settlement Agreement, shall not be bound by the release of any
23 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the
24 Settlement Agreement or appear at the Fairness Hearing. The names of all Persons
25 timely submitting valid Requests for Exclusion shall be provided to the Court.

26 17. Any Settlement Class Member who does not submit a valid Request for Exclusion as
27 forth by the Settlement shall not be excluded from the Settlement Class.
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1 18. Any Settlement Class Member who is not excluded from the Settlement Class shall be
2 deemed to have released the Released Claims.

3 19. Service of all papers on counsel for the Parties shall be made as follows for Class
4 Counsel:

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6 Matthew J. Langley
ALMEDIA LAW GROUP
849 West Webster Avenue
7 Chicago, IL 60614

Ryan Clarkson
Yana Hart
Bryan P. Thompson
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
8 Malibu, CA 90265

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10 20. Any Settlement Class Member who is not excluded from the Settlement Class may
11 object to the Settlement. To validly object to the Settlement Agreement, an objecting
12 class member must mail or e-mail their objection to the Settlement Administrator, Class
13 Counsel, and Marin's Counsel and include: (i) their full name, current mailing address,
14 and telephone number; (ii) a signed statement that they believe yourself to be a member
15 of the Settlement Class; (iii) whether the objection applies only to the them as the
16 objector, a subset of the Settlement Class, or the entire Settlement Class, (iv) the
17 specific grounds for their objection; (v) all documents or writings that they desire the
18 Court to consider; and (vi) a statement regarding whether they (or counsel of their
19 choosing) intend to appear at the Fairness Hearing by [Objection Deadline].

20 21. The procedures and requirements for submitting objections in connection with the
21 Fairness Hearing are intended to ensure the efficient administration of justice and the
22 orderly presentation of any Class Member's objection to the Settlement Agreement, in
23 accordance with the due process rights of all Class Members.

24 22. The Claims Administrator shall post the Settlement and all related documents on the
25 Settlement Website. The Settlement shall include the approved class definition set forth
26 in Paragraph 3 above and the final notices and claim form.

27 23. In the event that the proposed Settlement is not approved by the Court, or in the event
28 that the Settlement becomes null and void pursuant to its terms, this Order and all orders

entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event the Settlement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

24. The Court orders the notice to be executed according to the schedule set out in the Settlement Agreement. The Court further orders the following schedule:

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	5 calendar days after this Order granting preliminary approval of class action settlement
Notice Date (the date Settlement Administrator must commence Class Notice)	30 calendar days after this Order granting preliminary approval of class action settlement
Claims Deadline (deadline to submit Claim Forms)	90 calendar days after the Notice Date
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline
Filing of Plaintiffs' Motion for Final Approval	14 calendar days following the Objection / Exclusion Deadline
Final Fairness Hearing	U.S. District Court for the District of Columbia, 2025 [Any date that is at least 135 days after the issuance of the Preliminary Approval Order]

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

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IT IS SO ORDERED.

Dated: 05/27/2025



Hon. Stephen P. Freccero