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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,

v.

MARIN HEALTH MEDICAL CENTER,

Defendant.

Case No. CV-000-2218

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Assigned for all purposes to the
Honorable Stephen P. Freccero
Trial Date: None

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs' Released Claims, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Class Action Settlement Agreement and Release, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval, as follows:

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. "Actions" shall refer to: *Doe, et al., v. Marin Health Medical Center*, Case No. CV-000-2218 (Marin County Superior Court) and the related federal court action, *C.M. v. MarinHealth Medical Group, Inc. et al.*, Case No. 3:23-cv-04179-WHO.

1.2. "Administrative Expenses" means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, providing notice to Settlement Class Members, launching the Media Campaign, determining the eligibility of any person to be a Settlement Class Member, administrating and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund the Claimants with Approved Claims.

1.3. "Agreement," "Settlement Agreement," and "Settlement" mean this Class Action Settlement Agreement and Release (including all recitals, exhibits and attachments hereto).

1.4. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the

Settlement Administrator.

1.5. “Business Day(s)” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6. “Claimant” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

1.7. “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be completed and submitted on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

1.8. “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

1.9. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) Days thereafter.

1.10. “Class Counsel” means attorneys Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm; and David S. Almeida and Matthew J. Langley of Almeida Law Group.

1.11. “Class Representative” and “Plaintiffs” means, collectively, John Doe I, John Doe II, and John Doe III.

1.12. “Court” means the Marin County Superior Court, the Honorable Stephen P. Freccero (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

1.13. “Day(s)” means, for a period expressed in “day(s),” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but

including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.14. “Defendant’s Counsel”, or references to counsel for MarinHealth Medical Center (“Marin” or “Defendant”), means David A. Yudelson and other attorneys at the law firm of Constangy, Brooks, Smith & Prophete, LLP.

1.15. “Effective Date” means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

1.16. “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

1.17. “Final Approval Order” means an order that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed final approval order attached hereto as **Exhibit B**.

1.18. “Final Fairness Hearing” and “Fairness Hearing” mean the hearing to be conducted by the Court to determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

1.19. “Judgment” means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially

similar to the form attached hereto as **Exhibit C**.

1.20. “Marin” or “Defendant” means Marin General Hospital dba MarinHealth Medical Center and its current and former corporate parents, directly and indirectly controlled subsidiaries, joint-venturers and affiliates, including without limitation Prima Medical Foundation dba MarinHealth Medical Network, Marin General Hospital Foundation dba MarinHealth Foundation, MarinHealth Medical Group, Inc., the Marin Healthcare District, and The Regents of the University of California (Special Member of Marin General Hospital) on behalf of UCSF Health.

1.21. “Media Campaign” means a Press Release through PR Newswire and an advertisement through Sonoma Media Investments to be placed in the North Bay Business Journal, the Press Democrat, and the Petaluma Argus-Courier in a form agreed to upon by the parties.

1.22. “Litigation Costs” means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Actions, and obtaining an order of final judgment.

1.23. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit D**.

1.24. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes, (iii) any Service Payments approved by the Court, and (iv) any Fee and Expense Award approved by the Court.

1.25. “Notice Date” means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within thirty (30) Days after entry of the Preliminary Approval Order.

1.26. “Notice Expenses” means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection

with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and informing them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

1.27. “Notice Plan” means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.

1.28. “Objection Deadline” means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee and Expense Award, and (ii) the Service Payments, which shall be sixty (60) Days following the Notice Date.

1.29. “Opt-Out Period” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) Days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.30. “Participating Settlement Class Member” means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. AutoPay Class Members (defined below) will also be deemed as Participating Settlement Class Members.

1.31. “Parties” means the Plaintiffs and Defendant.

1.32. “Person(s)” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns or, in the case of individuals, their personal representative or guardian.

1.33. “Preliminary Approval Order” means the Court’s Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit E**.

1.34. “AutoPay Class Member” refers to Settlement Class Members whom the Defendant has verified as having submitted a medical form online while on the Defendant’s Website(s) during the time period the Meta Pixel technology was installed. These individuals will automatically receive their share of the Settlement Benefits as outlined in this Agreement and will be deemed as having submitted a timely and valid claim (absent of their submission of an opt-out).

1.35. “Released Claims” means any and all claims or causes of action of every kind and arising out of or related to the facts giving rise to the Actions including, but not limited to all claims and causes of action, both known and unknown, including, without limitation, any causes of action under California Civil Code §§ 56, et seq., 1709-1710, et seq., 1750, et seq., 1798.80 et seq., 1798.150, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Pen. Code §§ 502; 15 U.S.C. § 45, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; larceny, breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; intrusion upon seclusion, breach of covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; conversion; bailment; unfair competition, threat assessment and monitoring; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, claims under California law, and any other state or federal law (Cal. Civ. Code §§ 56, et seq., 1798.150 et seq.) for statutory damages arising from the actions described in Section 2.2 of this agreement or the disclosure of personal, confidential medical, or genetic information, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released

Persons based on, relating to, or arising out of the same factual predicate as the allegations in the Action. The definition of “Released Claims” shall be construed as broadly as possible under California and Ninth Circuit law to effect complete finality over this Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely opted out of the Settlement Class. For avoidance of doubt, "Released Claims" do not include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.

1.36. “Released Parties” means Marin, including as identified in paragraph 1.20, and without limitation each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, non-Settlement Class Member employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

1.37. “Releasing Parties” means Plaintiffs and any Person in the Settlement Class, including those not submitting a claim for a Settlement Benefit.

1.38. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement. The deadline to submit a Request for Exclusions is the date that falls on the last Day of the Opt-Out Period.

1.39. “Service Payment(s)” means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10, herein.

1.40. “Settlement Administrator” means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice.

The Parties agree to recommend that the Court appoint Verita as Settlement Administrator to: design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice and Media Campaign, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

1.41. "Settlement Benefit(s)" means any Settlement Payment, and Business Practices Changes/Injunctive Relief set forth in Section 4 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

1.42. "Settlement Class" means Defendant's patients, California citizens, and other members of the public, who visited Defendant's Websites between August 1, 2019, through the date of preliminary approval. Total number of Class Members is estimated at 229,000. Excluded from the Settlement Class are: (1) the Judges presiding over the Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Marin or its parents, have a controlling interest, and its current or former officers and directors; (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. Based a thorough investigation conducted by Defendant, Defendant represents and warrants that the Settlement Class subject to the release in this matter is comprised of approximately 229,000 persons and the representation is material to the settlement.

1.43. "Settlement Class Member" or "Class Member" means a Person who falls within the definition of the Settlement Class.

1.44. "Settlement Class Notice" or "Notice" means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website.

1.45. “Settlement Fund” means the sum of \$3,000,000 to be paid by or on behalf of Marin as specified in Section 3.6 of this Agreement, including any interest accrued thereon after payment.

1.46. “Settlement Payment” means any payment to be made to any Participating Settlement Class Member on Approved Claims pursuant to Sections 3.11 and 4.2 herein.

1.47. “Settlement Website” means the internet website, with the URL address www.MarinHealthSettlement.com, to be created and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion and provides access to relevant documents including the Settlement Class Notice, information about submitting Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.48. “Summary Notice” means the summary postcard and email notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit F**.

1.49. “Taxes” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Marin or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.50. “Websites” includes <https://www.mymarinhealth.org>, www.marinhealthcaredistrict.org, <https://www.mymarinhealth.org>, <https://ucsfmychart.ucsfmedicalcenter.org/>, and other

websites/patient portals which Defendant utilized, controls or controlled from January 1, 2019 until the date of the Preliminary Approval Order.

2. RECITALS

2.1. Marin operates a full-service hospital known as Marin Health Medical Center and outpatient clinics in Marin County and Sonoma County comprised of expert clinicians and physicians , including more than one hundred fifty providers in twenty locations throughout Northern California.

2.2. The Litigation arises out of Marins's use of web analytics technologies, including, without limitation, Meta Pixel and other tracking tools, through which Plaintiffs allege Marin transmitted certain information about Plaintiffs to third parties.

2.3. Defendant denies the claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the operative First Amended Class Action Complaint, filed on March 21, 2024 ("Complaint").

2.4. Before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto.

2.5. This Settlement was reached as a result of extensive arm's-length negotiations between the Parties and their counsel, and after an all-day mediation session with respected mediator, the Honorable Wayne R. Andersen of JAMS. Before and during these settlement discussions and mediations, the Parties had an arm's-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

2.6. As a result of extensive arm's-length negotiations, Plaintiffs and Class Counsel, on behalf of the Class, and Defendant entered into an Agreement to settle and resolve the class claims alleged in the Actions.

2.7. Pursuant to the terms set forth below, this Agreement resolves all claims, actions, and proceedings asserted, or that could be asserted, against Marin arising out of or related to the Actions as set forth in the release contained herein, by or on behalf of members of the Settlement Class herein defined but excluding the rights of Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

2.8. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class.

2.9. Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.10. Marin has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

2.11. This Settlement Agreement, whether consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and Marin specifically denies any and all wrongdoing and any liability in connection with the Actions. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Marin of (i) the validity of any claim, defense or fact asserted in the Actions or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of Marin or any of the Released Parties.

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Marin that, subject to Court approval, the Actions and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.

3.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

3.3. Certification of the Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, pursuant to California Code of Civil Procedure §§ 382 *et seq.*, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Plaintiffs and Marin further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

3.4. Final Approval. Class Counsel shall move the Court for final settlement approval and entry of the Final Approval Order and Judgment no later than twenty-one (21) Days prior to the Final Fairness Hearing.

3.5. Releases.

3.5.1. The Release. Thirty (30) Days after the Effective Date, and in consideration of full payment of the Settlement Fund by Marin and the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and

forever discharged Marin and each of the Released Parties from any and all Released Claims.

3.5.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

3.5.3. Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, Actions, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

3.6. Settlement Fund.

3.6.1. Deposit. Marin shall pay, or cause to be paid through its insurance carriers, a payment of Three Million Dollars and No Cents (\$3,000,000.00) into the Settlement Fund within thirty (30) Days after the Court enters the Preliminary Approval Order, which shall in part be available to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and the Judgment.

3.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in a Settlement Escrow Account established by the Settlement Administrator pursuant to the terms and conditions set forth below; but it shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement

Agreement is voided, terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Marin and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3.7. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Marin in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 9 in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Marin.

3.8. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Payments; (iv) any Fee and Expense Award; (v) and Settlement Payments pursuant to the terms and conditions of this Agreement.

3.9. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution (that is not any of the Released Parties) recommended by the Settlement Administrator and approved by Class Counsel and Marin, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

3.10. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement and Class Counsel, or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund

as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Marin with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Days prior to making such withdrawal or payment.

3.11. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class Members pursuant to this Agreement.

3.12. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

3.13. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement

Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.14. Limitation of Liability.

3.14.1. Marin and Marin's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.2. Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any

Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.3. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Marin, and Marin's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. SETTLEMENT BENEFITS

4.1. Injunctive Relief. The parties agreed that Marin shall remove Meta Pixel technology from its websites and all websites that it controls, and any other tracking technology, web analytics that disclose protected health information and/or personally identifiable information and shall not install the Meta Pixel without notice to and consent from the website users. As a result of Plaintiff C.M.'s (one of the named plaintiffs here) complaint filed in federal court the Meta Pixel tracking technology was removed as of April 25, 2023.

4.2. Settlement Payments. Settlement Class Members (other than the AutoPay Class Members) must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. Auto Pay Class Members will receive automatic payments and need not submit any additional claim information.

4.2.1. Cash Fund Payment. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund, which will be paid in accordance with Sections 3.8 and 4.3 herein (“Cash Compensation”).

4.2.2. The amount of the *pro rata* Cash Fund Payment will be calculated in accordance with Section 4.6 herein.

4.3. Settlement Payment Methods.

4.3.1. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via physical check sent by U.S. Mail, or may opt into various digital methods, e.g., PayPal, Venmo, etc. The option to opt in to receive Settlement Payment via digital method is clearly indicated on the Claim Form.

4.3.2. AutoPay Class Members shall receive an automatic payment through PayPal and a notification from PayPal directly, informing them that the payment related to this lawsuit has been sent. If such payment fails, the Settlement Administrator shall mail a check to the AutoPay Class Members.

4.4. Deadline to File Claims. Claim Forms must be received on or before the Claims Deadline.

4.5. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is substantially valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within fourteen Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies, and that Claimant shall have thirty (30) Days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member shall be so notified.

4.6. Distribution of Settlement Payments. Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations shall be performed by the Settlement Administrator.

4.7. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who received a Cash Fund Payment by physical check shall have sixty (60) Days following distribution to deposit or cash their cash benefit check.

4.8. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than 180 Days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check amount in a distribution is less than Three Dollars and No Cents (\$3.00). In the event that a subsequent Settlement Payment made to Participating Settlement Class Members would exceed Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. Any amount remaining in the Net Settlement Fund after said extension is accomplished, if any, shall be distributed to the Non-Profit Residual Recipient, Marin Foster Care Association.

4.9. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within forty-five (45) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

4.10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Marin after the Effective Date. Any residual funds remaining in the Net

Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the to the Non-Profit Residual Recipient, as approved by the Court, pursuant to California Code of Civil Procedure §384. The Parties propose Marin Foster Care Association as such Non-Profit Residual Recipient.

4.11. **SETTLEMENT ADMINISTRATION**

4.12. Submission of Claims.

4.12.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

4.12.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

4.12.3. Settlement Administrator's Duties.

4.12.3.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.

4.12.3.2. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.

4.12.3.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The

Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

4.12.3.3.1. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than five Days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

4.12.3.3.2. Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

4.12.3.3.3. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

4.12.3.3.4. Cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

4.13. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

4.14. Timing of Settlement Benefits. The Settlement Administrator shall comply with the terms and conditions of this Agreement herein and shall timely make all Settlement Payments contemplated in this Agreement within thirty-five (35) Days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later.

5. SETTLEMENT CLASS NOTICE

5.1. As set forth in this Section 6, Class Notice will be disseminated through a combination of Summary Notice (substantially in the form of **Exhibit F** attached hereto), notice through the Settlement Website, Long Form Notice (substantially in the form of **Exhibit D** attached hereto), and a Media Campaign agreed upon by the parties and as approved by the Court in the Preliminary Approval Order, and described in this Agreement, and in order to comply with all applicable laws, including but not limited to, California Code of Civil Procedure Section 382 *et seq.*, the Due Process of the United States Constitution, and any other applicable statute, law or rule.

5.2. Within fifteen (15) Days after the date of Plaintiffs' filing of their Motion for Preliminary Approval, Marin shall provide the Settlement Class List with the names and the most recent e-mail address and/or mailing address associated with each Settlement Class Member for the Settlement Class Members (the "Class List"). The Settlement Administrator shall perform an email cleanse and skip trace of the Class List prior to sending the E-mail Notice or Postcard Notice.

5.3. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall not be used by the Settlement

Administrator for marketing; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Settlement Class List and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Marin's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Marin, or Marin's Counsel, will be secure and used solely for the purpose of effecting this Settlement. This provision is intended solely to protect the privacy of Settlement Class Members and against disclosure of their sensitive PII and will not impede Class Counsel's ability to discharge its duties to the Settlement Class or the Settlement Administrator's ability to administer the Settlement.

5.4. Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to Settlement Class Members as follows:

5.4.1. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Summary Notice to such Person;

5.4.2. For any Settlement Class Member for whom an email is not available, and to the extent a physical address is available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid;

5.4.3. If any notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt two other email executions and if not successful, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid, to the extent a current mailing address is available;

5.4.4. For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail

the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail; and

5.4.5. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 6.4.

5.4.6. In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Marin.

5.4.7. The Settlement Administrator shall complete the Direct Notice set forth in this Paragraph 6.4 within thirty (30) Days after the Notice Date.

5.5. Notice via Media Campaign. The Settlement Administrator shall design and conduct a Media Campaign consisting of a press release and advertisement targeted to Class Members, which must be approved by the Parties and the Court. This Media Campaign shall commence after the Notice Date and shall continue through the Claims Deadline. The Media Campaign materials will include a press release and an advertisement placed with Sonoma Media Investments, which will place the advertisement in the North Bay Business Journal, the Press Democrat, and the Petaluma Argus-Courier.

5.6. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique class member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

5.7. Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the operative complaint in the Actions, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgement when entered by the Court. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also make available the Long Form Notice in Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be indicated on the Settlement Website.

5.8. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment upon the Settlement by day, month, and year, and describe the method by which Class Members may object to, opt out from, or otherwise comment on the Settlement as set forth in this Agreement ; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit D**.

6. OPT-OUT PROCEDURES

6.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator

via US Mail. Requests for Exclusion must be in writing and must identify the case name *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Actions, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

7. OBJECTION AND COMMENT PROCEDURES

7.1. Any Settlement Class Member may object or comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing.

7.1.1. Objections must be in writing and mailed to the Settlement Administrator.

7.1.2. All Objections must include the following: (i) the case name *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court); (ii) the Settlement Class Member’s full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

7.1.3. All written objections must be postmarked no later than the Objection Deadline.

7.1.4. Objections will not be filed with the Court.

7.1.5. The Settlement Administrator shall promptly forward any objection(s) it

receives to Class Counsel and Marin's Counsel.

7.1.6. The Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak, including those Class Members who have submitted an Objection.

7.1.7. Any Class Member who does not make their objection(s) in the manner and by the date set forth in this Section 8 shall be deemed to have waived any objections and shall be forever barred from raising such objections.

8. MODIFICATION OR TERMINATION OF THE AGREEMENT

8.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

8.2. In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.6.2, 3.7, 9.2, and 9.3 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Actions), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

8.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses,

including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

9. SERVICE PAYMENTS

9.1. Class Representatives may each seek a Service Payment, not to exceed Two Thousand Dollars (\$2,000.00) to be awarded and approved by the Court, and be paid from the Settlement Fund. Any request for such award of Service Payments must be filed at least twenty-one (21) Days prior to the Objection Deadline.

9.2. The Settlement Administrator shall pay the Service Payments approved by the Court to the Class Representatives from the Settlement Fund. Such Service Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, within fifteen (15) Days after the Effective Date.

9.3. In the event the Court declines to approve, in whole or in part, the payment of Service Payments in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of a Service Payment shall constitute grounds for cancellation or termination of this Agreement.

9.4. The amount of Service Payment(s) to be applied for as set forth herein was negotiated independently from the other terms of the Settlement. The entire negotiation was supervised by the Honorable Wayne R. Andersen (Ret.) as mediator. Further, the allowance or disallowance by the Court of an award of a Service Payment will be considered and determined by the Court separately from the Court's consideration and determination of the fairness, reasonableness, and adequacy of the Settlement.

10. FEE AND EXPENSE AWARD

10.1. Class Counsel may file a motion for an award of the Fee and Expense Award to be paid from the Settlement Fund. Any such motion shall be filed at least twenty-one (21) Days prior to the Objection Deadline and be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award under this Agreement, Class

Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

10.2. The Fee and Expense Award shall be paid by the Settlement Administrator, in the amount approved by the Court, within fourteen (14) Days after the earlier of (a) the Effective Date or (b) the first date on which both the of the following conditions have occurred: (i) the entry of the Court's order so awarding the Attorneys' Fees and Expenses, notwithstanding any appeal, and (ii) service of a fully executed Stipulated Undertaking and Order by Class Counsel, substantially in the form attached hereto as **Exhibit H** (the Stipulated Undertaking and Order shall provide that Class Counsel are liable to the Settlement Fund for the repayment of their share of Attorneys' Fees and Expenses, without interest, should the Court's order so awarding Attorneys' Fees and Expenses be reversed or the fee order reversed or reduced on appeal).

10.3. In the event (a) the Final Order and Final Judgment (or the order awarding Attorneys' Fees and Expenses) is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance, (b) Class Counsel have served a fully executed Stipulated Undertaking and Order, and (c) Class Counsel have been paid the Attorneys' Fees and Expenses by the Settlement Administrator, then Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall, within fifteen (15) Business Days of such event, (i) repay to Defendant, as applicable, the full amount of the Attorneys' Fees and Expenses paid to them (without interest), or (ii) repay to Defendant the amount by which the award of Attorneys' Fees and Expenses has been reduced, without interest. Class Counsel (or, as applicable, any and all successor(s) or assigns of their firm) shall be liable for repayment of their share of the Attorneys' Fees and Expenses.

10.4. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award. Marin shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

10.5. The Parties have not negotiated any Fee and Expense Award to be sought by Class Counsel and there is no agreement between the parties on fees and costs.

10.6. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Payments.

11. JUDGMENT

11.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

11.1.1. Decree that neither the Judgment nor this Agreement constitutes an admission by Marin of any liability or wrongdoing whatsoever;

11.1.2. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

11.1.3. Release each Released Party from any and all Released Claims;

11.1.4. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

11.1.5. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Marin and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

12. REPRESENTATIONS AND WARRANTIES

12.1. In addition to the representations and warranties set forth in Section 2 ("Recitals") of this Agreement, each signatory to this Agreement represents and warrants (i) that he, she, they, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of

the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

12.2. Marin has provided to Plaintiffs the Settlement Class List containing the list of Persons who were identified as potential Class Members during the Relevant Period and represents and warrants such information is true and correct to the best of Marin's knowledge.

13. NO ADMISSION OF LIABILITY OR WRONGDOING

13.1. This Agreement, whether consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

13.1.1. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

13.1.2. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any claim that has been or could have been asserted in the Actions or in any litigation; the deficiency of any defense that has been or could have been asserted in the Actions or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

13.1.3. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the members of the Settlement Class after trial.

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Agreement, including all exhibits hereto, shall

constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

14.2. Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

14.3. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

14.4. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.

14.5. Notices. Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Marin to Marin's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may

specify. All notices to the Parties or counsel required herein shall be made in writing and communicated by mail and email to the following:

If to Plaintiffs or Class Counsel:	If to Marin or Marin's Counsel:
<p>Ryan J. Clarkson Yana Hart Bryan P. Thompson CLARKSON LAW FIRM, P.C. 22525 Pacific Coast Highway Malibu, CA 90265 rclarkson@clarksonlawfirm.com yhart@clarksonlawfirm.com bthompson@clarksonlawfirm.com</p> <p>Matthew Langley ALMEIDA LAW GROUP LLC Matthew J. Langley (SBN 342846) 849 West Webster Avenue Chicago, IL 60614 Tel: (773) 554-9354 matt@almeidalawgroup.com</p>	<p>David A. Yudelson CONSTANGY, BROOKS SMITH & PROPHETE LLP 2029 Century Park East Suite 1100 Los Angeles, CA 90067 dyudelson@constangy.com</p>

14.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

14.7. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

14.8. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

14.9. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

14.10. Headings. The headings contained in this Agreement are for reference

purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14.11. Taxability. Marin does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of any of Marin or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Class Representatives and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Marin's responsibility.

14.12. The Parties have spent substantial time negotiating this Settlement, during a portion of which it was impracticable, impossible, or futile to bring the Litigation to trial. Accordingly, in the event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, including, but not limited to, termination of the Agreement pursuant under the provisions herein, the time period from October 8, 2024 to the date on which this Agreement is terminated or fails to become effective, if any, (i) shall not count for the purpose of calculating the five-year period to bring the Litigation to trial under California Code of Civil Procedure Section 583.310, and (ii) shall not be used as the basis for any claims, rights or defenses, except those relating to the foregoing provision relating to California Code of Civil Procedure § 583.310, based on the passage of time during such period. Notwithstanding the foregoing, in the event that this Agreement is not approved by the Court or the Settlement is terminated

or fails to become effective in accordance with its terms, the Plaintiffs do not waive the right to seek further time to bring this Litigation to trial by operation of law, or pursuant to California Code of Civil Procedure Section 583.310.

14.13. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

14.14. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

14.15. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: March 17, 2025

MARINHEALTH MEDICAL CENTER

Signed by: 
By: _____
Its: General Counsel
AE2DBAE877654D4...

PLAINTIFFS:

Dated: _____

By: _____
John Doe I

4/7/2025 | 10:05 AM CDT
Dated: _____

By: 
John Doe II
0EE17A000020449...


31
Dated: March __, 2025

By: 
John Doe III

PLAINTIFFS' COUNSEL:

Dated: April 11, 2025

CLARKSON LAW FIRM, P.C.

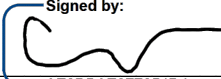
By: 
Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: March 17, 2025

MARINHEALTH MEDICAL CENTER

Signed by:
By: 
Its: AE2DBAE877654D4... General Counsel

PLAINTIFFS:

Dated: 4/10/2025 | 11:54 AM HAST

By: 
John Doe I

Dated:

By:
John Doe II

Dated: March 31, 2025

By: 
John Doe III

PLAINTIFFS' COUNSEL:

Dated: March , 2025

CLARKSON LAW FIRM, P.C.

By:
Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

Dated: March 31, 2025

ALMEIDA LAW GROUP LLC

By: 
Matthew J. Langley


April 11, 2025
Dated: ~~March~~ , 2025

KIESEL LAW LLP

By: 
~~Jeffery Koncius~~ Nicole Ramirez Jones


4/5/2025 | 2:41 PM CDT
Dated:

AHMAD, ZAVITSANOS, & MENSING,
PLLC

DocuSigned by:

By: 7F10265A1F5C494...
Foster C. Johnson

4/9/2025 | 5:11 PM CDT
Dated: March , 2025

SIMMONS HANITY CONROY LLP


Signed by:

By: 90EBFFF04B5F47C...
Eric S. Johnson

Attorneys for Plaintiffs and the Putative Class

APPROVED AS TO FORM AND CONTENT BY DEFENDANT'S COUNSEL:

¹⁷
Dated: March , 2025

CONSTANGY, BROOKS SMITH &
PROPHETE LLP

Signed by:
By: 
David A. Yudelson

*Attorneys for Defendant MarinHealth
Medical Center*

EXHIBIT A

CLAIM FOR MARINHEALTH META PIXEL LITIGATION SETTLEMENT BENEFITS

***John Doe I, John Doe II, and John Doe III, v. MarinHealth Medical Center, Case No. CV-000-2218
(Marin Cty., CA)***

USE THIS FORM TO MAKE A CLAIM FOR A PRO RATA CASH FUND PAYMENT

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o visitar nuestro sitio web
www.MarinHealthSettlement.com*

The DEADLINE to submit this Claim Form is: [XXXXXX XX, 202X]

I. WHAT YOU MAY GET - GENERAL INSTRUCTIONS

If you are a Marin Medical Center patient, California citizen, or a member of the public, who visited MarinHealth Medical Center's Websites between August 1, 2019, through the date of preliminary approval, you are a Class Member.

As a Class Member, you are eligible to make a claim for a Settlement Payment:

1. A pro rata Cash Fund Payment (equal payment paid to all Participating Settlement Class Members who submit a timely and valid a Claim Form) to be paid for from the Net Settlement Fund, the amount of which will depend on the number of Class Members who participate in the Settlement.

Cash Settlement Payment amounts may be reduced or increased pro rata (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.MarinHealthSettlement.com.

This Claim Form must be submitted online at www.MarinHealthSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MarinHealth Medical Center Pixel Litigation
c/o[SETTLEMENT ADMIN]
[ADDRESS]
[EMAIL]

Please note: the Settlement Administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number and amount of claims submitted.

II. CLAIMANT INFORMATION

Questions? Visit www.MarinHealthSettlement.com or call 1-XXX-XXX-XXXX

**THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY [XXXXXX XX, 202X] IN ORDER TO BE TIMELY
AND VALID**

Doc ID: 47b3180bd5224371b54b434c36b30373c31020c2

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash Settlement Payments you must notify the Settlement Administrator in writing at the address above.

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UNIQUE ID (Located on the notice mailed to you; if known)

III. REQUEST FOR CASH PAYMENT

☐ **Cash Fund Payment.** You do not need to submit any additional documents, so long as you provide your Unique ID Number that was provided on your mailed Notice. A check will be mailed to the address you provided in Section II, above.

If you would prefer to receive your Settlement Payment via Amazon, Paypal, or Venmo, please provide the email address associated with your Amazon, PayPal. or Venmo account or the email address to which you would like your digital gift card Settlement Payment sent, below [OPTIONAL]:

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE
III, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV-000-2218

(Assigned to Hon. Stephen P. Freccero)

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

1 Plaintiffs John Doe I, John Doe II, and John Doe III (“Class Representatives” or
2 “Plaintiffs”), and Defendant MarinHealth Medical Center (“Marin” or “Defendant”) (collectively,
3 the “Parties”) have entered into a Class Action Settlement Agreement and Release dated March
4 [REDACTED], 2025, and all exhibits thereto (the “Settlement” or “Settlement Agreement”);

5 On [REDACTED], 2025, the Court entered the Preliminary Approval Order that, among other
6 things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382,
7 a class for purposes of Settlement only; (b) appointed named Plaintiffs John Doe I, John Doe II,
8 and John Doe III as Class Representatives for settlement purposes; (c) appointed as Class Counsel
9 Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm and Matthew J. Langley
10 of Almeida Law Group.; (d) preliminarily found that the Settlement is fair, reasonable, adequate,
11 and the product of substantial investigation, litigation, and arm’s length negotiations; (e) appointed
12 Verita as the Settlement Administrator to provide notice to the Settlement Class, as selected and
13 agreed upon by the Parties; (f) approved the claims, opt out, and objection procedures provided
14 for in the Settlement Agreement; and (g) scheduled a Final Fairness Hearing for [REDACTED], 2025,
15 in Department XX of the Marin County Superior Court;

16 The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order
17 has been provided, as attested to in the declaration of Christie Reed of Verita Global;

18 A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and
19 in the best interests of the Settlement Class, such hearing date being due and the appropriate
20 number of days after such notice to the Settlement Class;

21 The Court duly considered the motion for final approval of the Settlement Agreement,
22 Class Counsel’s application for a Fee and Expense Award, and the request for Class Representative
23 Service Payments; and

24 The Court has considered the Settlement Agreement and exhibits thereto, the submissions
25 of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel,
26 and any objections made by Settlement Class Members. Good cause appearing, **IT IS HEREBY**
27 **ORDERED AND DECREED AS FOLLOWS:**

1 1. The Court has jurisdiction over the subject matter of the Action and all matters
2 relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the
3 Settlement Class Members who did not timely exclude themselves from the Settlement Class.

4 2. The Court adopts, incorporates, and makes a part hereof: (a) the Class Action
5 Settlement Agreement and Release executed by the Parties on March _____, 2025, including
6 the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively,
7 all of which were filed with the Court on _____, 2025. All capitalized terms used in this Order
8 have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

9 3. Certification of the Settlement Class for Purposes of Settlement. The Court
10 certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf
11 of a Settlement Class defined as: Defendant's patients, California citizens, and other members of
12 the public, who visited Defendant's Websites between August 1, 2019, through the date of
13 preliminary approval. Excluded from the Settlement Class are: (1) the Judges presiding over the
14 Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors,
15 predecessors, and any entity in which Marin or its parents, have a controlling interest, and its
16 current or former officers and directors; (3) natural persons who properly execute and submit a
17 Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or
18 assigns of any such excluded natural person.

19 4. Class Representatives. Plaintiffs John Doe I, John Doe II, and John Doe III are
20 hereby appointed, for settlement purposes only, as Class Representatives for the Settlement Class.

21 5. Class Counsel. Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson
22 Law Firm; and David S. Almeida and Matthew J. Langley of Almeida Law Group are hereby
23 appointed, for settlement purposes only, as counsel for the Settlement Class.

24 6. This Court finds and concludes, solely for purposes of settlement, that:

25 a. The Settlement Class Members are so numerous that joinder of all
26 Settlement Class Members in the Action is impracticable;

27 b. The Settlement Class has been objectively defined and can and has been
28 ascertained from Marin's business records;

1 c. There are questions of law and fact common to the Settlement Class which,
2 as to the Settlement and related matters, predominate over any individual questions;

3 d. The Class Representatives' claims are typical of the Settlement Class
4 Members' claims;

5 e. The Class Representatives and Class Counsel can and have fairly and
6 adequately represented and protected the Settlement Class Members' interests;

7 f. A class action is superior to other available methods for the fair and efficient
8 adjudication of the controversy considering: (1) the interests the Settlement Class Members in
9 individually controlling the prosecution of separate actions; (2) the extent and nature of any
10 litigation concerning the controversy already commenced by the Settlement Class Members; (3)
11 the desirability or undesirability of concentrating the litigation of these claims in this particular
12 forum; and (4) the difficulties likely to be encountered in the management of this class action.

13 7. Settlement Class Notice. The Court finds that dissemination of the notices attached
14 to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval
15 Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice
16 that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of
17 (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting
18 a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of
19 the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's
20 motion for an award of attorneys' fees and expenses and for Service Payments to the Class
21 Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's
22 motion for attorneys' fees and expenses and Service Payments to the Class Representatives; and
23 (vii) their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient
24 notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the
25 requirements of California Code of Civil Procedure section 382, California Civil Code section
26 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
27 and any other applicable law. The notice fully satisfied the requirements of due process.

8. Requests for Exclusion. [The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order.] or [No timely requests for exclusion have been submitted.]

9. Objections. [No objections to the settlement were submitted.] or [The Court has considered each of the ____ objections to the Settlement. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.]

10. The Court finds the compensation to the Settlement Class, including the Cash Fund Payments of any remaining Net Settlement Funds in accordance with the terms of the Settlement Agreement, and the agreed to injunctive relief are fair and reasonable. The Court authorizes the Settlement Administrator to make payments or pay reimbursements to Settlement Class Members who submitted timely and valid Claim Forms in accordance with the terms of the Settlement Agreement.

11. The Court hereby adopts and approves the Settlement Agreement, and finds that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of the California Code of Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process Clause), and all other applicable laws, and in the best interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and their counsel to implement, perform, and consummate this Settlement in accordance with the terms and conditions of the Settlement Agreement.

12. Dismissal. The Action is hereby dismissed. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

13. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Marin, Plaintiffs, and all Settlement Class Members who did not timely request exclusion (regardless of whether any individual Settlement Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

1 14. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are
2 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
3 Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the
4 Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and
5 each and every Settlement Class Member shall have released the Released Claims against the
6 Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any
7 of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor
8 does this Release apply to any Settlement Class Member who timely excludes himself or herself
9 from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

10 15. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and
11 permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims
12 against any of the Released Parties.

13 16. No Admission of Liability. The Court hereby decrees that the Settlement, this
14 Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant of
15 any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class
16 certification for trial or dispositive motion practice. This Order is not a finding of the validity or
17 invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the
18 Settlement shall be offered or received in evidence as an admission, concession, presumption or
19 inference against the Defendant or any of the Released Parties in any proceeding, other than such
20 proceedings as may be necessary to consummate or enforce the Settlement Agreement or to
21 support a defense based on principles of *res judicata*, collateral estoppel, release, good faith
22 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
23 or similar defense.

24 17. Retention of Jurisdiction. Without affecting the finality of this Order in any way,
25 this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and
26 implementation of this Settlement and any award or distribution to the Settlement Class Members;
27 and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement,
28 pursuant to California Code of Civil Procedure section 664.6 or otherwise.

1 18. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the
2 amount of \$ _____, and reimbursement of litigation expenses and costs in the amount of
3 \$ _____, and such amounts shall be paid by the Settlement Administrator pursuant to and
4 consistent with the terms of the Settlement. Pursuant to Paragraph 11.4 of the Settlement
5 Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate
6 the attorneys' fees and expenses award.

7 19. Service Payments. The Class Representatives are each awarded a Service Payment
8 in the amount of \$ _____, and such amounts shall be paid by the Settlement Administrator
9 pursuant to and consistent with the terms of the Settlement Agreement.

10 20. Defendant shall have no liability or responsibility for any payments, fees, or costs
11 under this Order except as provided in the Settlement Agreement.

12 21. Modification of the Agreement of Settlement. Without further approval from the
13 Court, Plaintiffs, by and through Class Counsel, and Marin are hereby authorized to agree to and
14 adopt such amendments or modifications of the Settlement Agreement or any exhibits attached
15 thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b)
16 do not materially limit the rights of Settlement Class Members in connection with the Settlement.
17 Without further order of the Court, Plaintiffs, by and through Class Counsel, and Marin may agree
18 to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19 22. Termination of Settlement. If the Settlement is terminated as provided in the
20 Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order
21 shall be vacated, rendered null and void and be of no further force and effect, except as otherwise
22 provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of
23 Plaintiffs, Settlement Class Members, and Marin, and the Parties shall be deemed to have reverted
24 *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the
25 execution of the Settlement Agreement.

26 23. A separate Final Judgment shall be issued adopting this Order and directing the
27 Clerk of Court to dismiss this action accordingly. This Order and the Final Judgment will be posted
28 to the Settlement Administrator's website.

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IT IS SO ORDERED.

Dated: _____

Hon. Stephen P. Freccero

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE III,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV-000-2218
(Assigned to Hon. Stephen P. Freccero)
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 On [date], the Court [granted] Plaintiffs' motion for final approval of the Settlement with
 2 MarinHealth Medical Center and [granted] Plaintiffs' motion for a Fee and Expense Award and
 3 Class Representative Service Payments. Dkt. Nos. __, __.

4 The Court hereby enters final judgment in this case in accordance with the terms of the
 5 Settlement, Final Approval Order, and this Judgment. Exhibit 1 to the Final Approval Order lists
 6 the Settlement Class Members who timely and validly excluded themselves from the Settlement.
 7 Those persons are not bound by the Settlement Agreement.

8 Without affecting the finality of the Settlement or Judgment entered, this Court shall retain
 9 exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class
 10 Members, for purposes of enforcing and interpreting this Order and the Settlement.

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 12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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 15 Dated: _____
 16 _____
 17 Hon. Stephen P. Freccero

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EXHIBIT D

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

If you used a MarinHealth Medical Center Website between August 1, 2019, and [the date of preliminary approval], then you may be entitled to compensation.

A court authorized this notice. This is not a solicitation from a lawyer.

A Settlement has been proposed in a class action lawsuit against MarinHealth Medical Center (“Marin” or “Defendant”) relating to Marin’s alleged use of Meta Pixel on its Websites between August 1, 2019, and XXXX, 2025, during which Plaintiffs allege their web usage data, containing Personal Information, was shared with third parties, allegedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy.

Marin has denied the allegations.

“Pixel Disclosure” means the alleged disclosure of Plaintiffs’ and Settlement Class Members’ personal or health information to Facebook, Google, or other third parties as a result of any use of Tracking Pixels on Defendant’s websites. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.

You are a Class Member if you visited a MarinHealth Medical Center Website between August 1, 2019, and [the date of preliminary approval] (“Relevant Period”),

- ☐ Under the Settlement, Marin has agreed to establish a \$3 million Settlement Fund for *pro rata* cash payments to all verified Class Members. The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees, litigation costs and expenses, and Service Payments for Class Representatives. In addition, Marin removed Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users.
- ☐ Each Class Member may submit a claim either electronically through a settlement website or by mail.
- ☐ If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.

Please read this Notice carefully and in its entirety. Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM BY [NINETY (90)) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE], 2024	If you did not submit a medical form on a MarinHealth Website during the Relevant Period, the only way to get a cash payment, is if you submit a valid claim and qualify.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

EXCLUDE YOURSELF FROM THE CLASS BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	Tell the Court about why you don't like the Settlement.
GO TO A HEARING ON [DATE OF FINAL APPROVAL HEARING], 2024	Ask to speak in Court about the Settlement.
DO NOTHING	If you did not submit a medical form on a MarinHealth Website during the Relevant Period and you do nothing, you will not receive any settlement benefits. You also give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 4

1. Why was this notice issued?

2. What is the lawsuit about?

3. Why is this a class action?

4. Why is there a Settlement?

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5. How do I know if I am part of the Settlement?

6. I'm still not sure if I'm included in the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GETPAGE 5

7. What does the Settlement provide?

8. What am I giving up in exchange for the Settlement benefits?

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORMPAGE 7

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.

PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

9. How can I get a cash payment?
10. When will I get my check?
EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 7
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17. How will the costs of the lawsuit and Settlement be paid?
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18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?
IF YOU DO NOTHINGPAGE 11
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GETTING MORE INFORMATIONPAGE 11
22. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

A state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all 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 them, and how to get them.

The Honorable Stephen P. Freccero of the Marin County Superior Court is overseeing this class action. The case is known as Doe, et al., v. MarinHealth Medical Center, Case No. CV-000-2218 (Marin County Superior Court) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued that is a party to this Settlement, MarinHealth Medical Center, is called the “Defendant.”

2. What is the lawsuit about?

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

The lawsuit alleges that between August 1, 2019, and XXXXXX, 2025, Defendant disclosed certain information to a third party without authorization or consent through the Meta Pixel. Plaintiffs allege their web usage data, containing this information was shared with third parties, allegedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy, and that they were injured as a result. The Defendant, MarinHealth Medical Center, denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class. The Class Representatives in this case are John Doe I, John Doe II, and John Doe III..

4. Why is there a settlement?

The Class Representatives and Defendant do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or Defendant. Instead, the Class Representatives and Defendant have agreed to settle the Action. The Class Representatives and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Defendant.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

If you are a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through the date of preliminary approval, you have been identified by the Settlement Administrator as a Class Member. The Settlement does not include: (1) the Judges presiding over the Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Marin or its parents, have a controlling interest, and its current or former officers and directors; (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.

6. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, call XXXXXXXX or go to www.MarinHealthSettlement.com.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

The Settlement will provide Class Members with pro rata Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement. In addition, Marin has agreed to remove Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users as a result of this Action.

To receive a *pro rata* Cash Fund Payment you must submit a claim. The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$XXXXX (assuming a 1.5% to 3% claims rate), but these are just estimates, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment. If you had submitted a Claim prior to the finalization of the Settlement, you will automatically receive a *pro rata* Cash Fund Payment, no additional claim form is required.

You are not required to provide supporting documents with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund.

Before determining if a Cash Fund Payment is best for you, it is important for you to understand how Settlement Payments will be made. Class counsel will seek reasonable attorneys' fees not to exceed \$1,000,000, costs not to exceed \$75,000, and Service Payments of \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice of the Settlement and processing claim forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed as pro rata Cash Fund Payments to individuals who submit a complete claim form, which the Settlement Administrator has approved. If you submitted an Approved Claim prior to finalization of this Settlement, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see — "Excluding Yourself From The Settlement" below).

The Settlement provides a \$3,000,000 Settlement Fund and remedial actions taken by Marin for the benefit of the Class. Any court-approved attorneys' fees, costs, and expenses, Service Payments to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits.

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders 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 Marin about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims.

8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 3.5 of the Settlement Agreement ("Release") and is included below:

The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees,

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insures, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as users of Marin's websites whose data may have been shared with third parties by Meta Pixel ("Released Parties") from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to Marin, with respect to the use of Meta Pixel ("Released Claims"). The Released Claims are limited to only those that arose between August 1, 2019, and the date on which the Court enters the Preliminary Approval Order. The Release will not be effective for Class Members until 30 Days after the Effective Date.

"Effective Date" means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

The Released Claims do not include claims relating to the enforcement of the Settlement. Medical malpractice, or other bodily injury claims, are expressly excluded from the release.

Notice of the Court's final judgment will be affected by posting it on the Class Administrator's website and by posting a copy of the final judgment and final approval order on the Class Administrator's website at www.MarinHealthSettlement.com. The full Settlement Agreement is available at www.MarinHealthSettlement.com. The Settlement Agreement describes the Released Claims with specific

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descriptions, in necessarily accurate legal terminology, so please read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the Released Claims or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To receive a Cash Fund Payment you must complete and submit a Claim Form **by XXXXX XX, 202X**. Claim Forms may be submitted online at www.MarinHealthSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms could also be obtained from the Settlement Administrator **(via email at [EMAIL] or mail to [ADDRESS])**.

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Unique ID) to submit your Claim Form. If you lost or do not know your Claim Number (Unique ID), please email the Settlement Administrator at **[EMAIL]** to obtain it.

If you wish to receive your payment digitally, via PayPal, Amazon, or Venmo, instead of a check, simply provide your email address (optional) on the Claim Form where indicated. Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.MarinHealthSettlement.com.

The deadline to submit a claim for a Cash Fund Payment is **XXXX XX, 202X**.

If you submitted medical form on a Marin Website during the Relevant Period, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see — “Excluding Yourself From The Settlement” below).

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 sending an email **to [EMAIL]**, or writing to:

[ADDRESS]

None of the money in the \$3 million Settlement Fund will be paid back to Marin. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the Marin Foster Care Association , a 26 U.S.C. § 501(c)(3) non-profit organization.

10. When will I get my payment?

Payment for valid claims for a Cash Fund Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com**.
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Fund Payment digitally (e.g., via PayPal, Venmo) instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment digitally will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.MarinHealthSettlement.com for updates.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class. If you exclude yourself from the settlement, you will not be entitled to receive any money from this lawsuit.

11. If I exclude myself, can I get anything from the Settlement?

If you ask to be excluded, you will not get a Cash Award under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must be in writing and must identify the case name *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **XXXX XX, 202X:**

[ADDRESS]

You cannot exclude yourself by telephone, electronically, or by e-mail.

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.**
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court I don't like the proposed Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. Any objection to the proposed settlement must be in writing. Objections must be served via United States mail or e-mail to the Settlement Administrator, whose contact information is provided in **Question 22 below**.

Your objection must include the following:

- (i) your full name, current mailing address, and telephone number;
- (ii) a signed statement that you believe yourself to be a member of the Settlement Class;
- (iii) whether the objection applies only to the you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (iv) the specific grounds for your objection;
- (v) all documents or writings that you desire the Court to consider; and
- (vi) a statement regarding whether you (or counsel of your choosing) intend to appear at the Fairness Hearing.

All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

Any written objection you wish to submit must be submitted or postmarked on or before **XXXX XX, 202X**. Notwithstanding the foregoing, you may be allowed to speak regarding your objection at the Fairness Hearing, even if you have not complied with these procedures, subject to the discretion of the presiding Judge.

The Court may only require substantial compliance with the requirements for submitting an objection. The requirement to submit a written objection may be waived upon a showing of good cause.

OBJECTION AND OPT-OUT DIFFERENCES

15. What is the difference between objecting and opting out?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com**.
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

The Court has designated Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm and Matthew J. Langley of Almeida Law Group to represent you as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the costs of the lawsuit and Settlement be paid?

The Class Administrator’s and Notice Provider’s costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed [TBD], plus postage. Class Counsel’s reasonable attorneys’ fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The three Class Representatives will also request that the Court approve a payment to them of up to \$2,000 total from the Settlement Fund, as service awards for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Class Members in the settled Actions. The amounts are subject to Court approval and the Court may award less.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don’t have to.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at XXXXX a.m. on [TBD], ____ 2025, before the Honorable Stephen P. Freccero in Department XX of the Marin County Superior Court, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.MarinHealthSettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Class Representatives and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it’s not required.

20. May I speak at the hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you should indicate this in your written objection (see Question 14 above). If you plan to have your attorney speak for you at the Fairness Hearing, your objection should also include your attorney’s name, address, and phone number.

IF YOU DO NOTHING

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at www.MarinHealthSettlement.com. You may also call toll-free XXXXXXXX.

PLEASE DO NOT TELEPHONE THE DEFENDANT, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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EXHIBIT E

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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

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

Assigned for all purposes to the
Honorable Stephen P. Freccero

Trial Date: None

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

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

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 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

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

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

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

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

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

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

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

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.
28

18. Any Settlement Class Member who is not excluded from the Settlement Class shall be deemed to have released the Released Claims.

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

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

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

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

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

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

23. In the event that the proposed Settlement is not approved by the Court, or in the event 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	_____, 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: _____

Hon. Stephen P. Freccero

EXHIBIT F



DocuSign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1

John Doe I, John Doe II, and John Doe III, v. MarinHealth Medical Center
Case No. CV-000-2218

Class Action Notice
Authorized by the Superior Court of California

[INSERT QR CODE]

Are you a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through **[date of preliminary approval]**?

There is a \$3,000,000 million settlement of a lawsuit.
You may be entitled to money.

To get a payment under this settlement, you must submit a claim by **[60 calendar days after settlement notice]**.
You can visit www.MarinHealthSettlement.com to learn more.

Key things to know:

- This is an important legal document.
- The parties agreed to this settlement. The Court did not rule for either side and Defendant denies all claims or wrongdoing.
- If you do not act before **[date]**, any ruling from the Court will apply to you, and you will not get a payment or be able to sue about the same issues.
- If you have questions or need assistance, please call **[Insert Phone Number]**
- You can learn more, including about how to make a claim, object to the settlement or exclude yourself from the settlement, and about the Court's Final Approval Hearing, at www.MarinHealthSettlement.com or by scanning the QR code.

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[INSERT STAMP]

Court-Approved Legal Notice



This is an important notice
about a class action lawsuit.

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<<COUNTRY>>

EXHIBIT G

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Email Notice

**MARINHEALTH MEDICAL CENTER PIXEL
LITIGATION**

**Our Records Indicate You Accessed the
website of Marin Health Medical Center and
may be entitled to a Cash Payment from a
class action settlement**

*A federal court has authorized this Notice. This is not a
solicitation from a lawyer.*

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o
visitar nuestro sitio web www.MarinHealthSettlement.com.*

**Click here to file a claim by [ninety (90)
days after notice date].**

Why did I get this notice? A class action settlement has been proposed in a class action lawsuit against MarinHealth Medical Center ("Marin" or "Defendant") relating to Marin's alleged use of Meta Pixel on its Websites between August 1, 2019, and XXXX, 2024, during which Plaintiffs allege their web usage data, containing Personal Information, was shared with third parties, allegedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy.

If you are a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through the [date of

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preliminary approval], you are a member of the affected Class. Plaintiffs claim that Marin did not have authorization to share their data, and Marin denies any wrongdoing. No judgment or determination of wrongdoing has been made by the Court.

Who is Included? The Court decided that Class Members means all Defendant's patients, California citizens, and other members of the public, who visited Defendant's Websites between August 1, 2019, through the date of **preliminary approval**. If you are receiving this Notice, you are a Class Member.

What does the Settlement Provide? The Settlement establishes a \$3,000,000 Settlement Fund to be used to pay valid claims a pro rata Cash Fund Payments; costs of Notice and administration; Service Awards to the Class Representatives; and Attorneys' Fees and Costs (not **exceed \$XXXXXX**). Also, Marin has agreed to remove Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users. All Claimants are eligible for monetary relief:

- **Pro Rata Cash Fund Payments** – a pro rata cash payment from money remaining in the Settlement Fund after all claims are submitted.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **[ninety (90) days after notice date]**, including any documentation. You can file your claim online at www.MarinHealthSettlement.com or download and submit by mail. You may also complete the enclosed tear-off Claim Form for Cash Fund Payments.

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Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [sixty (60) days after notice date]. If you do not exclude yourself, you will release any claims you may have against Marin and Released Parties related to the Marin Pixel Settlement, as more fully described in the Settlement Agreement, available at www.MarinHealthSettlement.com. If you do not exclude yourself, you may object to the Settlement. Visit the website for complete information on how to exclude yourself or object to the Settlement.

The Final Fairness Hearing. The Court has scheduled a hearing in this case for DATE at TIME before the Honorable Stephen P. Freccero in the Marin County Superior Court, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

You may contact the settlement administrator at the e-mail address, phone number or mailing address below if you have any questions.

MarinHealth Medical Center
Pixel Litigation
c/o [ADMIN]
[ADMIN ADDRESS]
[ADMIN EMAIL]
Toll free telephone number: xxxxxxxxxxxxxxxxx

EXHIBIT H

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, 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

(Assigned to Hon. Stephen P. Freccero)

**STIPULATED UNDERTAKING RE:
ATTORNEYS’ FEES AND
EXPENSES IN CONNECTION
WITH PROPOSED CLASS ACTION
SETTLEMENT AND PROPOSED
ORDER**

Plaintiffs John Doe I, John Doe II, and John Doe III (“**Plaintiffs**”), and MarinHealth Medical Center (“**Defendant**”) (collectively the “**Parties**”), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, the Class Counsel (as defined in the underlying Settlement Agreement) and their respective law firms desire to give an undertaking (the “**Undertaking**”) for repayment of their respective shares of the award of attorneys’ fees and costs, as is required by the Settlement Agreement.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

WHEREAS, all capitalized terms used herein without definition shall have the same meaning, force, and effect given to them in the Settlement Agreement.

WHEREAS, Plaintiffs’ Counsel and their respective law firms desire to memorialize an undertaking for the possible repayment of their share of any Fee and Expense Award, as may be required by the Settlement Agreement and approved by the Court.

1 NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as
2 individuals and as officers of their law firm, hereby submit themselves and their law firm to the
3 jurisdiction of the Court for the purpose of enforcing the provisions of this Stipulated Undertaking, as
4 well as any and all disputes relating to or arising out of the reimbursement obligation set forth herein
5 and the Settlement Agreement.

6 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
7 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
8 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
9 shareholders shall be jointly and severally liable to return such payments.

10 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
11 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
12 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
13 shareholders shall be jointly and severally liable to return such payments.

14 Defendant will pay Class Counsel the Court awarded attorneys' fees and costs as provided
15 in the Settlement Agreement within fifteen (15) calendar days of entry of the Court's Final Order
16 and Judgment approving the settlement and fee award, notwithstanding any appeals or any other
17 proceedings which may delay the Effective Date of the Settlement.

18 If the Final Approval Order and Judgment or any part of it is overturned, reduced, vacated,
19 or otherwise modified prior to the Effective Date, then within forty-five (45) days of such event
20 Class Counsel shall be obligated by Court order to return their shares of any difference between the
21 amount of the original award and any reduced award. If the Settlement remains in force, the
22 difference shall be returned to the Settlement Fund; if the Settlement is not in force, the difference
23 shall be returned to Defendant. The terms set forth herein are incorporated into this Class Action
24 Settlement Agreement and shall be binding as if fully set forth herein.

25 This Undertaking and all obligations set forth herein shall expire upon finality of all direct
26 appeals of the Final Order and Judgment.

27 In the event Class Counsel fails to repay to Defendant their respective shares of any
28 attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon

application of Defendant, and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel for their share of the unpaid sum.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms and client-parties to this action.

The undersigned declare under penalty of perjury under the laws of the State of California and the United States that they have read and understand the foregoing, and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: March 5, 2025

CLARKSON LAW FIRM, P.C.

Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

DATED: March 5, 2025

ALMEIDA LAW GROUP LLC

Matthew J. Langley
Attorneys for Plaintiffs

DATED: March 5, 2025

CONSTANGY, BROOKS SMITH & PROPHETE LLP

David A. Yudelson
Attorney for Defendant