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FRESNO COUNTY SUPERIOR COURT
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FILED
10/02/2025
FRESNO COUNTY SUPERIOR COURT
By rayala DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

JANE DOE, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

TRINITY HEALTH CORPORATION; VALLEY SURGICAL SPECIALISTS MEDICAL GROUP, INC.; DANIEL EVAN SWARTZ, MD; RAME DEME IBERDEMAJ, MD; and DOE DEFENDANTS 4-100,

Defendants.

Case No.: 21CECG01454

[~~PROPOSED~~] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONALLY CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

Date: September 23, 2025
Time: 3:30 p.m.
Dept.: 503
Judge: Hon. Jonathan Skiles

Before the Court is the unopposed Motion for Preliminary Approval of the proposed Class Action Settlement between Plaintiff Jane Doe ("Plaintiff" or "Proposed Class Representative"), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendants Trinity Health Corporation ("Trinity Health"), Valley Surgical Specialists Medical Group, Inc., Daniel Evan Swartz, MD, and Rame Deme Iberdemaj (collectively, "Defendants", and together with the Plaintiff, the "Parties"), in the above-referenced action (the "Litigation"). All terms and phrases in this Order shall have the same meaning as they are defined in the Settlement Agreement. The Parties to the Settlement Agreement respectively request that the Court enter this order:

1) Finding the requirements of California Rules of Court, Rule 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves the settlement of the action referenced in the Settlement Agreement as being fair, just, reasonable, and adequate to the Settlement Class and its members, subject to further consideration at the Final Approval Hearing described below;
2) Conditionally certifying the Settlement Class, for purposes of implementing the Settlement Agreement only (pursuant to Paragraph 2.8 of the Settlement Agreement);
3) Appointing of Proposed Class Counsel as Class Counsel;
4) Appointing Proposed Class Representative as Class Representative;
5) Appointing Kroll Settlement Administration as the Settlement Administrator;
6) Approving of a customary form of short-form notice to be mailed by United States Postal Services ("USPS") first-class postage prepaid to Settlement Class Members, (with an attached "tear off" claim form to make a claim for *Pro Rata* Cash Payment that does not require documentation), in a form substantially similar to the Short-Form Notice attached hereto as Exhibit 1; and a customary long-form notice, in a form substantially similar to the Long-Form Notice attached hereto as Exhibit 2, which together includes a fair summary of the Parties' respective Litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims, and the date, time and place of the Final Approval Hearing;
7) Approving a customary form of claim form for use by Settlement Class Members to make a claim for (1) a *pro rata* cash payment that does not require documentation, and (2) reimbursement of documented out-of-pocket losses or expenditures incurred that

are fairly traceable to the Data Security Incident, substantially similar to the Claim Form attached hereto as Exhibit 3;

8) Ordering Trinity Health to provide to the Settlement Administrator, within ten (10) days of the entry of this Order, a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records, as provided in the Settlement Agreement, and, to the extent reasonably available, to provide to the Settlement Administrator any other information requested and/or necessary to identify the names and to ensure that complete mailing addresses for all Settlement Class Members is provided to the Settlement Administrator;

9) Ordering Trinity Health to pay for the Notice Program and any other payments then due to the Settlement Administrator, within twenty (20) business days of the entry of this Order and receipt of payment instructions from the Settlement Administrator, as provided in the Settlement Agreement;

10) Ordering the Settlement Administrator to mail a copy of the Short-Form Notice, approved by this Court, to all Settlement Class Members, via USPS first-class postage prepaid, within twenty (20) days of the entry of this Order;

11) Ordering the Settlement Administrator, as practicable and no later than twenty (20) days of the entry of this Order, to establish a dedicated Settlement Website that shall, *inter alia*, post a Toll-Free Telephone Help Line number, make available for download copies of the Settlement Agreement, the Long-Form Notice and the Claim Form approved by the Court, the FAC, Defendants' Responsive Pleadings, and this Order as entered by the Court, and allow for on-line Claim Form submission during the Claims Period; and

12) Scheduling a Final Approval Hearing and setting a briefing schedule for Motion for Final Approval of Class Action Settlement and the Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs.

Having reviewed and considered the parties' proposed Settlement Agreement and the unopposed Motion for Preliminary Approval of the Class Action Settlement and having heard and considered the oral argument of counsel, the Court makes the findings and grants the relief set forth

below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and conditions set forth in this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, pursuant to California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the Settlement Agreement only, a Settlement Class defined as "All persons whose data may have been impacted by the Data Security Incident and to whom Trinity Health sent via direct mail notices of the Data Security Incident addressed to a California address," and excluding from the Settlement Class are: (1) the Released Parties; (2) any judicial officer presiding over the Litigation who is assigned to evaluate the fairness, reasonableness, and adequacy of this Settlement; (3) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (4) any entity or natural person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge; (b) appoints Plaintiff Suzanne Brown a/k/a Jane Doe as the "Class Representative" of the Settlement Class; and (c) appoints Patrick N. Keegan of Keegan & Baker LLP as "Class Counsel," and finds that Class Counsel will fairly and adequately protect the interests of the Settlement Class.

2. The Court also finds that the requirements of California Rules of Court, Rule 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves the Settlement of the Litigation set forth in the Settlement Agreement as being fair, just, reasonable, and adequate to the Settlement Class and its members, subject to further consideration at the Final Approval Hearing.

3. The Court appoints Kroll Settlement Administration as the Settlement Administrator.

4. Trinity Health is ordered to provide the Settlement Administrator, within ten (10) days of entry of this Order, a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records, as provided in the Settlement Agreement, and, to the extent reasonably available, to provide to the Settlement Administrator any other information requested and/or necessary to identify the names and to ensure that complete mailing addresses for all Settlement Class Members is provided to the Settlement Administrator.

5. Trinity Health is ordered to pay the amounts reasonably necessary to pay for the Notice Program and any other payments then due to the Settlement Administrator, as provided in the Settlement Agreement, within twenty (20) business days of entry of this Order and receipt of payment instructions from the Settlement Administrator.

6. The Court approves, as to form and content, the Short-Form Notice, the Long-Form Notice, and the Claim Form, attached hereto as Exhibits 1, 2 and 3, respectively. The Court finds that the Notice Program, including distribution of the Short-Form Notice, the Long-Form Notice, and the Claim Form and the establishment of a Settlement Website, in the manner set forth in this Order and the Settlement Agreement, is reasonably calculated to apprise the Settlement Class Members of the Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due and sufficient notice to all members of the Settlement Class, complying fully with the requirements of section 382 of the California Code of Civil Procedure, California Rules of Court, Rules 3.766 and 3.769, and any other applicable laws.

7. The Short-Form Notice, in a form substantially similar to the Short-Form Notice attached hereto as Exhibit 1, shall be disseminated via United States Postal Services ("USPS") first class mail by the Settlement Administrator within twenty (20) days of entry of this Order (the "Class Notice Date"). By no later than the Class Notice Date, the Settlement Administrator shall also establish a dedicated Settlement Website, as provided in the Settlement Agreement, that shall, *inter alia*, post a Toll-Free Telephone Help Line number, make available for download a copy of the Settlement Agreement, the Long-Form Notice and the Claim Form approved by the Court, the FAC, Defendants' Responsive Pleadings, and this Order as entered by the Court, and allow for on-line Claim Form submission during the Claims Period. Thereafter, the Settlement Administrator shall maintain and update information on the Settlement Website, as provided in the Settlement Agreement, by, *inter alia*, posting the Motion for Final Approval of Class Action Settlement filed with the Court, any motion for approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs, filed with the Court, and the Final Approval Order and Judgment entered by the Court.

8. A hearing (the "Final Approval Hearing") shall be scheduled to be held before this Court on **April 29, 2026 at 3:30 p.m.** in Department 503 of this Court, located at located at the B.F. Sisk Court, 1130 O Street, Fresno, California 93724, before the Hon. Jonathan Skiles, presiding. At the Final Approval Hearing, the Court shall consider the Motion for Final Approval

of Class Action Settlement and the Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs, and determine:

a) Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair, reasonable, adequate, and in the best interests of the Settlement Class;

b) Whether Judgment, as provided for in the Settlement Agreement, should be entered granting final approval of the Settlement; and

c) Whether and in what amounts of Class Counsel's Proposed Fee Award, Costs, and Expenses, Class Representative's Proposed Service Award, and Settlement Administrator's Notice and Claims Administration Costs, as provided for in the Settlement Agreement, shall be paid from the Settlement Fund.

9. No later than 16 court days prior to the Final Approval Hearing, the Class Counsel, on behalf of the Class Representative, shall file their Motion for Final Approval of Class Action Settlement and their Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs. No later than five (5) court days prior to the Final Approval Hearing, the Class Counsel, on behalf of the Class Representative, shall file their Reply Brief in Support of their Motion for Final Approval of Class Action Settlement, if any, and their Reply Brief in Support of their Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs, if any, including, but not limited to responding to any timely and valid objections.

10. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, may opt out, i.e. request exclusion, from the Settlement Class at any time during the Opt-Out Period. Each Settlement Class Member wishing to exclude themselves from the Settlement Class must timely submit notice of such intent in writing to the Settlement Administrator by mail by the Opt-Out Deadline, i.e. no later than sixty (60) days after the Class Notice Date. Each Settlement Class Member wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf. No person may request to be excluded from the Settlement Class through a mass or a class opt-outs; mass or a class opt-outs are not permitted. To be valid and effective, an opt out request, i.e. request exclusion, must be in writing and contain the following: (i) the full name, current address, and

telephone number of the person seeking to opt-out; (ii) be electronically or physically signed by the person seeking to opt-out; and (iii) must clearly manifest person's intent to be excluded from the Settlement Class by containing a statement to the effect that "I hereby request to be excluded from the Settlement Class in *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454 (Fresno County Superior Court)." Within seven (7) Days after the Opt-Out Deadline, the Settlement Administrator shall furnish to the Class Counsel and Trinity Health's Counsel with an Opt-Out List of the names of all Settlement Class Members who timely and validly submitted requests to be excluded from the Settlement Class and the Class Counsel shall file the Opt-Out List with the Court for purposes of being attached to the Final Approval Order and Judgment to be entered after the Final Approval Hearing. All Settlement Class Members who timely and validly submitted requests to be excluded from the Settlement Class, referred to as "Opt-Outs," shall not (i) be bound by any orders or Judgment entered in the Litigation, (ii) be entitled to any benefits under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement or at the Final Approval Hearing. All Settlement Class Members who do not timely and validly submit a request to be excluded from the Settlement Class will be bound by any judgment entered in connection with this Settlement, and shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

11. Any Settlement Class Member, who does not opt-out, i.e. request exclusion from the Settlement Class, can object to the Settlement or any part of it by submitting a written objection by the Objection Deadline, i.e. no later than sixty (60) days after the Class Notice Date. Unless otherwise ordered by the Court, a written objection to the Settlement must contain the following information to be considered by the Court: (i) the caption *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454 (Fresno County Superior Court); (ii) the objector's full name, current address, telephone number, and e-mail address; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes is applicable; (v) full name, current address, telephone number, e-mail address, and State Bar number of all attorneys representing the objector, if any; (vi) a statement as to whether the objector and/or his attorney(s), if any, will appear at the Final Approval Hearing; (vii) a statement identifying all class action settlements objected to by the objector and/or his attorney(s) in the previous five (5) years, if any; and (viii) the objector's

signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. Unless otherwise ordered by the Court, to be timely, a written objection must be: (a) electronically filed with the Court by the Objection Deadline; or (b) mailed USPS first-class postage prepaid to the Clerk of the Court and postmarked no later than the Objection Deadline; and (c) concurrently served Class Counsel and Trinity Health's Counsel via the Court's electronic filing system (if filed electronically) or mailed USPS first-class postage prepaid (if mailed to the Clerk of Court) at the addresses set forth below for Class Counsel and Trinity Health's Counsel. The submission of any objection will not extend the Opt-Out Deadline for any objecting Settlement Class Member.

12. Unless otherwise ordered by the Court, all Settlement Class Members who do not make an objection by the Opt-Out Deadline and manner provided herein shall be deemed to have waived any objection and forever shall be foreclosed form making any objection, and shall be bound by the final determination of the Court regarding the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, adequacy of the Notice Program, the approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs, and/or entry of the Judgment.

13. Service of all papers on Class Counsel and Trinity Health's Counsel shall be made as follows:

To Class Counsel:

Patrick N. Keegan, Esq.
KEEGAN & BAKER, LLP
2292 Faraday Avenue, Suite 100
Carlsbad, CA 92008

To Trinity Health's Counsel:

Spencer Persson, Esq.
Monder Khoury, Esq.
DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
Los Angeles, CA 900071

14. The Court retains continuing and exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

15. Pending a final determination of whether the Settlement should be approved at the Final Approval Hearing, neither Plaintiff nor any person falling within the definition of the

Settlement Class may either directly, representatively, or in any other capacity, commence or prosecute against Defendants in any action or proceeding in any court or tribunal asserting any of the claims alleged in the Litigation filed herein.

16. In the event that the proposed Settlement is not approved by the Court at the Final Approval Hearing, this Order shall be treated as vacated *nunc pro tunc*.

17. The Court may, for good cause, issue an order modifying or extending any of the deadlines and/or dates set forth in this Order without further mailed notice to the Class, including the date of the Final Approval Hearing. Upon receipt, Class Counsel shall serve a copy of any subsequently issued order issued by the Court modifying or extending any of the deadlines and/or dates set forth in this Order on the Settlement Administrator, and the Settlement Administrator shall post a copy of any such subsequently issued order issued by the Court on the Settlement Website, within five (5) days of service. At or after the Final Approval Hearing, the Court may approve the Settlement, with such modifications as may be agreed to by Class Counsel and Trinity Health's Counsel to the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

18. After entry of this Order, this Litigation shall proceed pursuant to the following schedule, unless modified or extended by subsequent order of the Court:

Event	**Timing**	**Deadline Date**
Last day for Trinity Health to provide the list of Settlement Class Members to the Settlement Administrator	10 days after entry of this Order	October 9, 2025
Last day for Settlement Administrator to mail the Short-Form Notice to Settlement Class Members and establish the Settlement Website	20 days after entry of this Order	October 20, 2025 (the Class Notice Date)
Last day for Trinity Health to pay the costs of the Notice Program, as a portion of the Settlement Fund, to the Settlement Administrator	20 business days after entry of this Order and receipt of payment instructions	On or about October 27, 2025
Last day for Settlement Class Members to timely submit an opt out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator (by mail or on the Settlement Website)	60 days after the Class Notice Date (the Opt-Out Deadline) (postmarked if by mail or received if by the Settlement Website)	December 19, 2025 (the Opt-Out Deadline)
Last day for Settlement Class Members to timely file an objection to settlement with the Court and to serve an objection on the Class Counsel and Trinity Health's Counsel	60 days after the Class Notice Date (the Objection Deadline)	December 19, 2025 (the Objection Deadline)

Last day for Settlement Class Members to submit a Claim Form to the Settlement Administrator (by mail or on the Settlement Website)	90 days after the Class Notice Date (the Claims Deadline) (postmarked if by mail or received if by the Settlement Website)	January 19, 2026 (the Claims Deadline)
Last day for Class Counsel to file a Motion for Final Approval of Class Action Settlement and a Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Service Award, and Settlement Administrator's Notice and Claims Administration Costs, as provided for in the Settlement Agreement	≥16 Court days before Final Approval Hearing	April 7, 2026
Final Approval Hearing (for the Motion for Final Approval of Class Action Settlement and the Motion for Approval of Class Counsel's Fee Award, Costs, and Expenses, Class Representative's Proposed Service Award, and Settlement Administrator's Notice and Claims Administration Costs)	≥16 Court days after filing of motion papers	April 29, 2026
Last day for Trinity Health to fund, i.e. pay, the Settlement Fund, less any amount previously paid for the Notice Program, to the Settlement Administrator	10 business days after the Effective Date (the Funding Date) and receipt of payment instructions and amounts owing	On or about July 11, 2026 assuming no objections or appeals (the Funding Date)

IT IS SO ORDERED.

Dated: [redacted]
10/2/2025

HON. JONATHAN SKILES
JUDGE OF THE SUPERIOR COURT