

1 John J. Nelson (SBN 317598)  
2 **MILBERG COLEMAN BRYSON**  
3 **PHILLIPS GROSSMAN, PLLC**  
4 280 S. Beverly Drive  
5 Beverly Hills, CA 90212  
6 Telephone: (858) 209-6941  
7 Email: jnelson@milberg.com

8 Ryan J. Ellersick (SBN 357560)  
9 **ZIMMERMAN REED LLP**  
10 6420 Wilshire Blvd, Suite 1080  
11 Los Angeles, CA 90048  
12 Tel: (310) 752-9385  
13 Fax: (877) 500-8781  
14 ryan.ellersick@zimmreed.com

15 *Counsel for Plaintiffs and the Proposed Class*

16 *[Additional counsel listed on signature page]*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES**

19 SALLY SHIVELY, PATSYANN SUTTON,  
20 MARY PEREZ, and STEFANIE DIAMOND  
21 behalf of themselves and all others similarly  
22 situated,

23 Plaintiffs,

24 v.

25 EMANATE HEALTH MEDICAL CENTER

26 Defendant.

Lead Case No.: 22STCV28142

**SETTLEMENT AGREEMENT**

Action Filed: August 30, 2022

1 This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is  
2 entered into by and between Emanate Health Medical Center (“Emanate” or “Defendant”) and Sally  
3 Shively, Patsyann Sutton, Mary Perez, and Stefanie Diamond (“Plaintiffs”), both individually and  
4 on behalf of the Settlement Class, in the case of *Ortega, et al., v. Emanate Health Medical Center.*,  
5 Lead Case No. No. 22STCV28142, currently pending in the California Superior Court for the  
6 County of Los Angeles (the “Litigation”). Defendant and Plaintiffs are each referred to as a  
7 “Party” and are collectively referred to herein as “the Parties.”

8 **I. RECITALS**

9 1. Emanate is a nonprofit healthcare organization that provides healthcare services in  
10 California’s San Gabriel Valley.

11 2. The Litigation arises out of Emanate’s use of web analytics technologies, through  
12 which Plaintiffs allege that Emanate transmitted certain information about Plaintiffs’ use of and  
13 interactions with Defendant’s website to third parties.

14 3. Defendant denies the claims asserted against it in the Litigation, denies all  
15 allegations of wrongdoing and liability, and denies all material allegations of the operative  
16 Consolidated Class Action Complaint, filed on July 15, 2024 (“Complaint”).

17 4. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation  
18 have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged  
19 and the underlying events in the Litigation, have made a thorough study of the legal principles  
20 applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough  
21 assessment of the strengths and weaknesses of the Parties’ respective positions.

22 5. The Parties desire to settle the Litigation and all existing and potential claims arising  
23 out of or related to the allegations or subject matter of the Complaint and the Litigation on the terms  
24 and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty  
25 of continuing the Litigation.

26 6. On June 30, 2025, Counsel for the Parties engaged in a full-day mediation before  
27 Jill Sperber of Judicate West Alternative Dispute Resolution concerning a possible settlement of  
28 the claims asserted or that could have been asserted in the Litigation. This mediation resulted in a

1 settlement in principle, the terms of which are reflected in this Settlement Agreement.

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

10       8.       The Parties agree and understand that neither this Settlement Agreement, nor the  
11 settlement it represents, shall be construed as an admission by Defendant of any wrongdoing  
12 whatsoever, including an admission of a violation of any statute or law or of liability on the claims  
13 or allegations in the Litigation or any other similar claims in other proceedings, or that any such  
14 claims would be suitable for class treatment.

15       9.       The Parties, by and through their respective duly authorized counsel of record, and  
16 intending to be legally bound hereby, agree that the Litigation, and all matters and the claims in the  
17 Complaint, and all matters and claims potentially arising out of or related to the allegations or  
18 subject matter of the Complaint and Litigation, shall be fully, finally, and forever settled, and  
19 completely released, relinquished, discharged, and compromised, on the merits and with prejudice,  
20 upon the following terms and conditions.

21       **II.           DEFINITIONS**

22       10.       As used herein and in the related documents attached hereto as exhibits, the  
23 following terms have the meaning specified below:

24               a.       “Administration Costs” include all reasonable costs related to carrying out  
25 the Notice Program and administering the claims and Settlement Fund distribution process.

26               b.       “Attorneys’ Fees, Costs, and Expenses Award” means the amount of  
27 attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class  
28 Counsel.

1 c. "Claims Deadline" means the deadline for filing claims set at a date certain  
2 ninety (90) Days from the Notice Date, as set forth in Paragraph 43.

3 d. "Claim Form" means the form members of the Settlement Class must  
4 complete and submit on or before the Claims Deadline to be eligible for the benefits described  
5 herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form  
6 shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any  
7 other form of verification.

8 e. "Claimants" shall have the meaning given in Paragraph 33.

9 f. "Class Counsel" shall mean John J. Nelson of Milberg Coleman Bryson  
10 Phillips Grossman, PLLC, 280 S. Beverly Drive, Beverly Hills, CA 90212, and Ryan J. Ellersick  
11 of Zimmerman Reed LLP, 6420 Wilshire Blvd, Suite 1080, Los Angeles, CA 90048.

12 g. "Court" means the Superior Court of the State of California, County of Los  
13 Angeles.

14 h. "Day(s)" means calendar days, but does not include the day of the act, event,  
15 or default from which the designated period of time begins to run. Further and notwithstanding the  
16 above, when computing any period of time prescribed or allowed by this Settlement Agreement,  
17 "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal  
18 holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday,  
19 or state legal holiday.

20 i. "Defendant's Counsel" means Paul G. Karlsgodt and Teresa C. Chow of  
21 Baker & Hostetler LLP, located at 1801 California Street, Suite 4400, Denver, CO, 80202-2662,  
22 and 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067-4301, respectively.

23 j. "Effective Date" means the date defined in Paragraph 85 of this Settlement  
24 Agreement.

25 k. "E-mail Notice" means the written notice that may be provided via electronic  
26 mail, substantially in the form of **Exhibit B** to this Settlement Agreement.

27 l. "Final" with respect to a judgment or order means that all of the following  
28 have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals,

1 completion, in a manner that finally affirms and leaves in place the judgment or order without any  
2 material modification, of all proceedings arising out of the appeal or appeals (including, but not  
3 limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc*, or  
4 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings  
5 arising out of any subsequent appeal or appeals following decisions on remand); and (iii) if there is  
6 an appeal or appeals, final dismissal of any appeal or appeals or the final dismissal of any  
7 proceeding or proceedings on certiorari.

8 m. “Final Approval Hearing” means the hearing to determine whether the  
9 Settlement should be given final approval and whether the applications of Class Counsel for  
10 attorneys’ fees, costs, and expenses should be approved.

11 n. “Final Approval Order” means the order of the Court finally approving this  
12 Settlement.

13 o. “Final Judgment” means the judgment in the Litigation, entered in  
14 connection with the Settlement and Final Approval Order.

15 p. “Litigation” means the lawsuit entitled *Ortega, et al., v. Emanate Health*  
16 *Medical Center.*, Lead Case No. No. 22STCV28142, currently pending in the Superior Court of the  
17 State of California, County of Los Angeles, filed on August 30, 2022.

18 q. “Litigation Costs” means costs and expenses incurred by Class Counsel in  
19 connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an  
20 order of final judgment.

21 r. “Long-Form Notice” means the written notice that will be provided on the  
22 Settlement Website substantially in the form of **Exhibit C** to this Settlement Agreement.

23 s. “Named Plaintiff(s)” means Plaintiff(s), together and individually.

24 t. “Notice and Claims Administration Costs” means all approved costs  
25 incurred or charged by the Settlement Administrator in connection with providing notice to  
26 members of the Settlement Class and administering the Settlement. This does not include any  
27 separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents or  
28 representatives in this Litigation.

1           u.       “Net Settlement Fund” means the amount of funds that remain in the  
2 Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for  
3 the following: (i) any taxes owed by the Settlement Fund, (ii) any Administration Costs, (iii) any  
4 Service Awards approved by the Court, and (iv) any Attorneys’ Fees, Costs, and Expenses Award  
5 approved by the Court.

6           v.       “Notice Date” means a date no later than thirty (30) Days following the  
7 Court’s entry of the Preliminary Approval Order, by which the Notice Program shall commence,  
8 as set forth in Paragraph 43.

9           w.       “Notice Program” means the notice program described in Section VIII.

10          x.       “Objection Deadline” shall mean the date sixty (60) Days from the Notice  
11 Date.

12          y.       “Opt-out Date” shall mean the date sixty (60) Days from the Notice Date.

13          z.       “Parties” means Plaintiffs collectively and Defendant, and a “Party” means  
14 one of the Plaintiffs or the Defendant.

15          aa.      “Plaintiffs’ Released Claims” means all claims and other matters released in  
16 and by Section XVI of this Settlement Agreement.

17          bb.      “Postcard Notice” means the written notice that may be provided via United  
18 States Mail substantially in the form of **Exhibit D** to this Settlement Agreement.

19          cc.      “Preliminary Approval Date” means the date the Preliminary Approval  
20 Order has been executed and entered by the Court.

21          dd.      “Preliminary Approval Order” means the order certifying the proposed Class  
22 for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice  
23 Program, and setting a date for the Final Approval Hearing, entered in a format the same as or  
24 substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit**  
25 **E**.

26          ee.      “Related Entities” means Emanate’s past or present parents, subsidiaries,  
27 divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as  
28 well as each of Emanate’s and these entities’ respective predecessors, successors, members,

1 directors, officers, non-Settlement Class Member employees, principals, agents, attorneys,  
2 providers, customers, insurers, and reinsurers, and includes, without limitation, any person related  
3 to any such entity who is, was, or could have been named as a defendant in this Litigation.

4 ff. “Released Claims” means all of Plaintiffs’ Released Claims and Released  
5 Class Claims.

6 gg. “Released Class Claims” means all class claims and other matters released  
7 in and by Section XVI of this Settlement Agreement.

8 hh. “Released Persons” means Defendant and the Related Entities, and each of  
9 their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors,  
10 successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees,  
11 officers, non-Settlement Class Member employees, representatives, agents, providers, consultants,  
12 advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

13 ii. “Settlement” means the settlement reflected by this Settlement Agreement.

14 jj. “Settlement Administrator” means the class action settlement administrator  
15 retained to carry out the notice plan and administer the claims and settlement fund distribution  
16 process. After reviewing bids, the Parties, subject to Court approval, have agreed to use  
17 EisnerAmper as Settlement Administrator in this matter.

18 kk. “Settlement Agreement” means this Settlement Agreement, including  
19 releases and all exhibits hereto.

20 ll. “Settlement Class” means all identifiable individuals who logged into the  
21 Emanate patient portal, and/or submitted an online form and/or scheduled an appointment on  
22 Emanate’s public website <https://www.emanatehealth.org/> (the “Website”), in the time frame of  
23 August 30, 2019 to April 30, 2024. Excluded from the Class are Emanate and its affiliates, parents,  
24 subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks  
25 of said judge(s). This exclusion does not apply, and should not be read to apply, to otherwise  
26 eligible employees of Emanate and its Related Entities who do not timely submit valid notices of  
27 intent to opt out of being Settlement Class Members as described in Section X below. Emanate  
28 estimates that the Settlement Class is comprised of approximately 38,850 members.

1 mm. “Settlement Class Member[s]” means all persons who are members of the  
2 Settlement Class.

3 nn. “Settlement Fund” means the non-reversionary sum of Seven Hundred  
4 Seventy-Seven Thousand Dollars And No Cents (\$777,000.00), to be paid by Defendant as  
5 specified in this Agreement, including any interest accrued thereon after payment.

6 oo. “Settlement Website” means a dedicated website created and maintained by  
7 the Settlement Administrator, which will contain relevant documents and information about the  
8 Settlement, including this Settlement Agreement, the Long-Form Notice, Postcard Notice, E-mail  
9 Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the  
10 Court as required.

### 11 **III. CERTIFICATION OF THE SETTLEMENT CLASS**

12 11. For settlement purposes only, the Parties will request that the Court certify the  
13 Settlement Class.

14 12. If this Settlement Agreement is terminated or disapproved, or if the Effective Date  
15 should not occur for any reason, then the Parties’ request for certification of the Settlement Class  
16 will be withdrawn and deemed to be of no force or effect for any purpose in this or any other  
17 proceeding.

### 18 **IV. THE SETTLEMENT FUND**

19 13. The Settlement Fund: Defendant agrees to make a payment of Seven Hundred  
20 Seventy-Seven Thousand Dollars And No Cents (\$777,000.00) and deposit that payment into the  
21 Settlement Fund as follows: (i) reasonable anticipated Administration Costs (the “Initial Payment”)  
22 no later than thirty (30) Days after entry of the Preliminary Approval Order; and (ii) the balance of  
23 the Settlement Fund—*i.e.*, Seven Hundred Seventy-Seven Thousand Dollars And No Cents  
24 (\$777,000.00) less the amount of the Initial Payment—no later than thirty (30) Days after entry of  
25 the Final Approval Order. For the avoidance of doubt, and for purposes of this Settlement  
26 Agreement only, Defendant’s liability shall not exceed Seven Hundred Seventy-Seven Thousand  
27 Dollars And No Cents (\$777,000.00), inclusive of Administration Costs; attorneys’ fees, costs, and  
28 expenses; and service awards to the Named Plaintiffs. The timing set forth in this provision is

1 contingent upon the receipt of a W-9 and payment instructions from the Settlement Administrator  
2 for the Settlement Fund no later than the date that the Preliminary Approval Order is entered. If  
3 Defendant does not receive the W-9 and payment instructions by the date that the Preliminary  
4 Approval Order is entered, the Initial Payment specified by this paragraph shall be made within  
5 thirty (30) Days after Emanate receives the W-9 and payment instructions.

6 14. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an  
7 appropriate trust account established by the Settlement Administrator but shall remain subject to  
8 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed  
9 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this  
10 Agreement is voided, terminated, or cancelled.

11 a. In the event this Agreement is voided, terminated, or cancelled due to lack  
12 of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel  
13 shall have no obligation to repay to Emanate any of the Notice Program and Claims Administration  
14 Costs that have been paid or incurred in accordance with the terms and conditions of this  
15 Agreement; (ii) any amounts remaining in the Settlement Fund, including all interest earned on the  
16 Settlement Fund net of any taxes, shall be returned to Defendant within ten (10) Days of the final  
17 order denying approval of the Settlement; and (iii) no other person or entity shall have any further  
18 claim whatsoever to such amounts. The Parties will cooperate in good faith in an effort to obtain  
19 final approval of the Settlement including to reach agreement on any modification to the Settlement  
20 necessary to obtain final approval.

21 15. Non-Reversionary: This Settlement is not a reversionary settlement. As of the  
22 Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in  
23 the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section  
24 XV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund  
25 shall be returned to Defendant.

26 16. Use of the Settlement Fund: As further described in this Agreement, the Settlement  
27 Fund shall be used by the Settlement Administrator to pay for: (i) any taxes owed by the Settlement  
28 Fund, (ii) any Administration Costs; (iii) any Service Awards approved by the Court, (iv) any

1 Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to  
2 Settlement Class Members, pursuant to the terms and conditions of this Agreement.

3 17. Financial Account: The Settlement Fund shall be an account established and  
4 administered by the Settlement Administrator, at a financial institution recommended by the  
5 Settlement Administrator and approved by Class Counsel and Defendant's Counsel and shall be  
6 maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, et seq.

7 18. Payment/Withdrawal Authorization: No amounts may be withdrawn from the  
8 Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or (ii) as may be  
9 approved by the Court.

10 19. Payments to Class Members: The Settlement Administrator, subject to such  
11 supervision and direction of the Court and Class Counsel as may be necessary or as circumstances  
12 may require, shall administer and oversee distribution of the Net Settlement Fund to Claimants  
13 pursuant to this Agreement.

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

1           21.     Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement  
2 Fund, and shall be timely paid by the Settlement Administrator without prior order of the Court.  
3 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for  
4 taxes (including, without limitation, taxes payable by reason of any such indemnification  
5 payments). The Parties and their respective counsel have made no representation or warranty with  
6 respect to the tax treatment by any Class Representative or any Settlement Class Member of any  
7 payment or transfer made pursuant to this Agreement or derived from or made pursuant to the  
8 Settlement Fund. Each Class Representative and Settlement Class Member shall be solely  
9 responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds  
10 from the Settlement Fund pursuant to this Agreement.

11           22.     Limitation of Liability

12                 a.     Defendant and its counsel shall not have any responsibility for or liability  
13 whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement  
14 Administrator, or any of their respective designees or agents, in connection with the administration  
15 of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement  
16 Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the  
17 determination, administration, calculation, or payment of any claims asserted against the Settlement  
18 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the  
19 payment or withholding of any taxes, expenses, and/or costs incurred in connection with the  
20 taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation  
21 to communicate with Settlement Class Members and others regarding amounts paid under the  
22 Settlement.

23                 b.     The Class Representatives and Class Counsel shall not have any liability  
24 whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator,  
25 or any of their respective designees or agents, in connection with the administration of the  
26 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;  
27 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the  
28 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.

**V.                   EQUITABLE RELIEF**

23. Defendant shall create and maintain a Web Governance Committee to assess the implementation and use of analytics and advertising technologies on the Website to evaluate whether such use is consistent with Defendant’s mission and applicable law. While continuing to deny liability, Defendant agrees that for two (2) years following final approval of the Settlement, Defendant shall not use the Meta Pixel or Google Analytics source code on its Website unless the Web Governance Committee makes the requisite determination under 45 CFR § 164.514(b)(1) and Defendant makes an affirmative disclosure posted on the webpage(s) on its Website that the tool(s) is/are being used on the Website, by name.

**VI.                   BENEFITS TO SETTLEMENT CLASS MEMBERS**

24. Settlement 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.

25. 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 Paragraph 16 above and Paragraph 35 below (“Cash Compensation”).

**VII.                  SETTLEMENT ADMINISTRATION**

26. All agreed upon Administration Costs for the Settlement will be paid from the Net Settlement Fund.

27. The Parties agreed to solicit, and did solicit, competitive bids for settlement administration, to rely upon e-mail addresses to the extent possible, and mailing addresses as set forth in Paragraph 43, in order to contain the Administration Costs while still providing effective notice to the Settlement Class Members.

28. The Settlement Administrator will provide written notice of the Settlement terms to

1 all Settlement Class Members as follows: (i) the E-mail Notice via the most recent e-mail address  
2 associated with the Settlement Class Member in Emanate's records; and (ii) if there is no valid e-  
3 mail address, the Postcard Notice via United States Mail to the most recent mailing address  
4 associated with that Settlement Class Member in Emanate's records.

5 29. The Settlement Administrator will cause the Notice Program to be effectuated in  
6 accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement  
7 Administrator may request the assistance of the Parties to facilitate providing notice and to  
8 accomplish such other purposes as may be approved by both Class Counsel and Defendant's  
9 Counsel. The Parties shall reasonably cooperate with such requests.

10 30. The Settlement Administrator will administer the claims process in accordance with  
11 the terms of the Settlement Agreement and any additional processes agreed to by both Class  
12 Counsel and Defendant's Counsel, subject to the Court's supervision and direction as  
13 circumstances may require.

14 31. To make a claim, a Settlement Class Member must complete and submit a valid,  
15 timely, and sworn Claim Form. The Claim Form shall be submitted online at the Settlement  
16 Website or via mail to the Settlement Administrator.

17 32. The Settlement Administrator will review and evaluate each Claim Form, including  
18 any required documentation submitted, for validity, timeliness, and completeness.

19 33. If, in the determination of the Settlement Administrator, the Settlement Class  
20 Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement  
21 Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement  
22 Class Member shall have twenty-one (21) Days from the date of the written notice to cure the  
23 deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to  
24 Defendant's Counsel and Class Counsel. If the defect is not cured within the 21- Day period, then  
25 the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely  
26 Claim Form, including a Claim Form deemed defective but timely cured, shall be considered  
27 "Claimants."

28 34. The Settlement Administrator will maintain records of all Claim Forms submitted

1 until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and  
2 supporting documentation may be provided to the Court upon request and to Defendant, Class  
3 Counsel and Defendant's Counsel to the extent necessary to resolve claims determination issues  
4 pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide  
5 other reports or information that the Court may request or that the Court or Defendant's Counsel  
6 may reasonably require.

7 35. Subject to the terms and conditions of this Settlement Agreement, no later than thirty  
8 (30) Days after the Effective Date, the Settlement Administrator shall make a digital or electronic  
9 payment, or issue a check by mail ("Claim Payment") to each Claimant for their *pro rata* share of  
10 the Net Settlement Fund, in accordance with the following distribution procedures:

11 a. The Settlement Administrator shall utilize the Net Settlement Fund to make  
12 all Cash Compensation payments as described in Paragraphs 24 and 25. The amount of each Cash  
13 Compensation payment shall be calculated by dividing the Net Settlement Fund by the number of  
14 valid claims for Cash Compensation.

15 36. Each Claim Payment shall be direct deposited to the bank account provided by the  
16 Claimant on his or her Claim Form, or by other electronic means provided by the Claimant on his  
17 or her Claim Form. Settlement Class Members may also elect to receive payment by physical check.

18 37. To the extent any monies remain in the Net Settlement Fund more than one hundred  
19 twenty (120) Days after the issuance of Claim Payments to the Claimants, the monies shall be  
20 distributed by the Settlement Administrator to the following *cy pres* recipient: the Electronic  
21 Frontier Foundation, a 501(c)(3) nonprofit organization dedicated to defending digital privacy.  
22 None of the Parties have a direct or indirect financial interest in the *cy pres* recipient.

23 38. For any Claim Payment returned to the Settlement Administrator as undeliverable,  
24 the Settlement Administrator shall make reasonable efforts to find valid electronic payment  
25 information and resend the Claim Payment within thirty (30) Days after the payment is returned to  
26 the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one  
27 attempt to resend a Claim Payment.

28 39. Except as expressly set forth herein, no portion of the Net Settlement Fund shall

1 revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net  
2 Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions  
3 of this Agreement shall be distributed according to the provisions outlined in Paragraph 37.

4 **VIII. NOTICE TO SETTLEMENT CLASS MEMBERS**

5 40. The Parties agree the following Notice Program provides reasonable notice to the  
6 Settlement Class.

7 41. Direct Notice shall be provided to Settlement Class Members via the most recent e-  
8 mail address associated with each Settlement Class Member in Emanate's records or, if no e-mail  
9 address is available, via United States mail to such Settlement Class Members' most recent mailing  
10 address in Emanate's records.

11 42. Within fifteen (15) Days of entry of the Preliminary Approval Order, Defendant  
12 shall provide the Settlement Administrator with the names and the most recent e-mail address  
13 and/or mailing address associated with each Settlement Class Member for the Settlement Class  
14 Members (the "Class List"). The Settlement Administrator shall perform an email cleanse and skip  
15 trace of the Class List prior to sending the E-mail Notice or Postcard Notice.

16 43. No later than the Notice Date, which shall be within thirty (30) Days following entry  
17 of the Preliminary Approval Order, the Settlement Administrator shall provide the E-Mail Notice  
18 via the most recent e-mail address associated with each Settlement Class Member in Emanate's  
19 records ("E-Mail Population"). If there is no e-mail address on record for a Settlement Class  
20 Member, the Settlement Administrator shall mail the Postcard Notice, attached as **Exhibit D**, to the  
21 Settlement Class Member's most recent mailing address in Emanate's records ("Mail Population").  
22 For those e-mails to the E-Mail Population that bounce back, the Settlement Administrator shall  
23 promptly perform an in-depth search for a valid e-mail address and resend the E-Mail Notice to  
24 that updated e-mail address. If any Postcard Notice to the Mail Population is returned to the  
25 Settlement Administrator with a forwarding address, it will be automatically re-mailed to the  
26 updated address. If the Postcard Notice is returned without a forwarding address, it will be sent  
27 through an advanced address search process in an effort to find a more current address for the  
28 record. If an updated address is obtained through the advanced search process, the Settlement

1 Administrator will re-mail the Postcard Notice to the updated address. In addition, Notice will be  
2 disseminated through the Settlement Website.

3 44. No later than thirty (30) Days following entry of the Preliminary Approval Order,  
4 and prior to sending the E-Mail Notice or postcard notice to all Settlement Class Members, the  
5 Settlement Administrator will create a dedicated Settlement Website. The Settlement Website will  
6 include a toll-free telephone number and mailing address through which the Settlement  
7 Administrator can be contacted. The Settlement Administrator shall cause the Complaint, Long-  
8 Form Notice, E-mail Notice, Postcard Notice, Claim Form, this Settlement Agreement, and other  
9 relevant settlement and court documents to be available on the Settlement Website. Any other  
10 content proposed to be included or displayed on the Settlement Website shall be approved in  
11 advance by Class Counsel and Defendant's Counsel, which approval shall not be unreasonably  
12 withheld.

13 45. Claimants shall submit their claims via the Settlement Website.

14 46. The Settlement Website shall be maintained from the Notice Date until at least sixty  
15 (60) Days after the Claims Deadline has passed.

16 47. Claim Forms shall be returned or submitted to the Settlement Administrator online  
17 or be forever barred unless such claim is otherwise approved by the Court at the Final Approval  
18 Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

19 48. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to  
20 Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement  
21 Administrator concerning compliance with the Court-approved Notice Program.

## 22 **IX. OBJECTIONS TO THE SETTLEMENT**

23 49. Any Settlement Class Member who wishes to object to the proposed Settlement  
24 Agreement must submit a written objection(s) to the Settlement Administrator, at the physical or  
25 electronic address set forth in the Long-Form Notice.

26 50. Each Objection must (i) set forth the Settlement Class Member's full name, current  
27 address, telephone number, and email address; (ii) contain the Settlement Class Member's original  
28 signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class

(e.g., copy of settlement notice or confirmation of online form submission or laboratory appointment scheduling); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement.

51. Objections must be submitted to the Settlement Administrator no later than the Objection Deadline. The Objection Deadline shall be included in the Long-Form Notice.

52. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also notify the Court (as well as Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers in his or her Objection.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, may, subject to Court approval, appear and be heard at the Final Approval Hearing notwithstanding the above.

53. Any Settlement Class Member who does not submit a timely Objection in complete

1 accordance with this Settlement Agreement and the Long-Form Notice, as otherwise ordered by  
2 the Court, or who does not appear at the final approval hearing and orally state their objection shall  
3 not be treated as having asserted a valid Objection to the Settlement, shall forever be barred from  
4 raising any objection to the Settlement, and shall be foreclosed from seeking any review of the  
5 Settlement or the terms of the Settlement Agreement by appeal or other means.

6 **X. OPT OUT PROCEDURES**

7 54. Each Settlement Class Member wishing to opt out of the Settlement Class shall  
8 individually sign and timely submit written notice of such intent to the Settlement Administrator at  
9 the physical or electronic address set forth in the Long-Form Notice. To be effective, written notice:  
10 (a) shall be postmarked no later than the Opt-Out Date; (b) shall state the name, address, and  
11 telephone number of the Settlement Class Member seeking exclusion; (c) shall be physically signed  
12 by the Settlement Class Member seeking exclusion; and (d) must contain a statement to the effect  
13 that “I hereby request to be excluded from the proposed Settlement Class in *Ortega, et al., v.*  
14 *Emanate Health Medical Center.*, Lead Case No. No. 22STCV28142.” Any person who submits a  
15 valid and timely exclusion request shall not (i) be bound by any orders or Judgment entered in the  
16 Actions, (ii) be entitled to relief under this Agreement, or (iii) be entitled to object to any aspect of  
17 this Agreement. No person may request to be excluded from the Settlement Class through “mass”  
18 or “class” opt-outs.

19 55. All Settlement Class Members who submit valid and timely notices of their intent  
20 to opt out of the Settlement Class, as set forth in Paragraph 55 above, referred to herein as “Opt-  
21 Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.  
22 All Persons falling within the definition of the Settlement Class who do not opt-out of the  
23 Settlement Class in the manner set forth in Paragraph 55 above shall be bound by the terms of this  
24 Settlement Agreement and Judgment entered thereon.

25 56. The notice of intent to opt out and Objection procedures shall be detailed in plain  
26 language in the Long Form Notice and on the Settlement Website.

27 **XI. ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

28 57. Class Counsel intends to seek reimbursement of their reasonable attorneys’ fees and

1 costs not to exceed Two Hundred and Fifty-Nine Thousand Dollars and No Cents (\$259,000.00) or  
2 thirty-three percent (33%) of the total value of the Settlement Fund for attorneys' fees, plus  
3 reasonable documented costs and expenses up to Twenty Thousand Dollars and No Cents  
4 (\$20,000.00) incurred in prosecuting the Litigation. Class Counsel's attorneys' fees, costs, and  
5 expenses awarded by the Court shall be paid no later than thirty (30) Days after entry of the Final  
6 Approval Order, notwithstanding any appeals or any other proceedings which may delay the  
7 Effective Date of the Settlement. For the avoidance of doubt, the Court-approved amount of any  
8 attorneys' fees, costs, and expenses shall be paid from the Settlement Fund. The Parties did not  
9 discuss or agree upon payment of attorneys' fees and costs until after they agreed on all material  
10 terms of relief to the Settlement Class.

11 58. Class Counsel shall request the Court to approve a service award of Two Thousand,  
12 Five Hundred Dollars and No Cents (\$2,500.00) for each of the named Plaintiffs, which award is  
13 intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the  
14 Settlement Class ("Service Award(s)"). If approved by the Court, the Service Awards will be paid  
15 no later than thirty (30) Days after entry of the Final Approval Order. For the avoidance of doubt,  
16 the Court approved amount for any Service Awards shall be paid from the Settlement Fund. The  
17 Parties did not discuss or agree upon payment of service awards until after they agreed on all  
18 material terms of relief to the Settlement Class.

19 59. Class Counsel will file applications with the Court for the requested Service Awards  
20 and attorneys' fees, costs, and expenses no later than fourteen (14) Court Days prior to the  
21 Objection Deadline.

22 60. The Parties agree that the Court's approval or denial of any request for the Service  
23 Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered  
24 by the Court separately from final approval, reasonableness, and adequacy of the settlement. Any  
25 reduction to the Service Awards or award of attorneys' fees, costs, or expenses shall not operate to  
26 terminate or cancel this Settlement Agreement.

## 27 **XII. NOTICES**

28 61. All notices to the Parties required by the Settlement Agreement shall be made in

1 writing and communicated by mail to the following addresses:

2 All notices to Class Counsel or Plaintiffs shall be sent to:

3 John J. Nelson  
4 **MILBERG COLEMAN BRYSON**  
5 **PHILLIPS GROSSMAN, PLLC**  
6 280 S. Beverly Drive  
7 Beverly Hills, CA 90212  
8 Telephone: (858) 209-6941  
9 Email: [jnelson@milberg.com](mailto:jnelson@milberg.com)

10 *and*

11 Ryan J. Ellersick  
12 **ZIMMERMAN REED LLP**  
13 6420 Wilshire Blvd, Suite 1080  
14 Los Angeles, CA 90048  
15 Tel: (310) 752-9385  
16 Fax: (877) 500-8781  
17 ryan.ellersick@zimmreed.com

18 All notices to Defendant's Counsel or Defendant shall be sent to:

19 Paul G. Karlsgodt  
20 **BAKER & HOSTETLER LLP**  
21 1801 California Street, Suite 4400  
22 Denver, Colorado, 80202-2662  
23 Telephone: 303.861.0600  
24 Facsimile: 303.861.7805  
25 Email: [PKarlsgodt@bakerlaw.com](mailto:PKarlsgodt@bakerlaw.com)

26 *and*

27 Teresa C. Chow  
28 **BAKER & HOSTETLER LLP**  
1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067-4508  
Telephone: 310.820.8800  
Facsimile: 310.820.8859  
Email: [tchow@bakerlaw.com](mailto:tchow@bakerlaw.com)

62. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

### 27 **XIII. SETTLEMENT APPROVAL PROCESS**

63. After execution of this Settlement Agreement, the Parties shall promptly move the

1 Court to enter the Preliminary Approval Order, which:

- 2 a. Preliminarily approves this Settlement Agreement;
- 3 b. Provisionally certifies the Settlement Class;
- 4 c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and
- 5 in the best interests of the Settlement Class;
- 6 d. Finds the Notice Program constitutes valid, due, and sufficient notice to the
- 7 Settlement Class Members, and constitutes the best notice practicable under the circumstances,
- 8 complying fully with the requirements of the laws of California, the United States, the Constitution
- 9 of the United States, and any other applicable law and that no further notice to the Class is required
- 10 beyond that provided through the Notice Program;
- 11 e. Appoints the Settlement Administrator;
- 12 f. Directs the Settlement Administrator to provide notice to Settlement Class
- 13 Members in accordance with the Notice Program provided for in this Settlement Agreement;
- 14 g. Approves the Claim Form and directs the Settlement Administrator to
- 15 administer the Settlement in accordance with the provisions of this Settlement Agreement;
- 16 h. Approves the Objection procedures as outlined in this Settlement
- 17 Agreement;
- 18 i. Schedules a Final Approval Hearing to consider the final approval,
- 19 reasonableness, and adequacy of the proposed settlement and whether it should be finally approved
- 20 by the Court; and
- 21 j. Contains any additional provisions agreeable to the Parties that might be
- 22 necessary or advisable to implement the terms of this Settlement Agreement.

23 **XIV. FINAL APPROVAL HEARING**

24 64. The Parties will recommend that the Final Approval Hearing shall be scheduled no

25 earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

26 65. The Parties may file a response to any objections and a Motion for Final Approval

27 no later than fourteen (14) Court Days prior to the Final Approval Hearing.

28 66. The Parties shall ask the Court to enter a Final Approval Order and Judgment which

1 includes the following provisions:

2           a.       A finding that the Notice Program fully and accurately informed all  
3 Settlement Class Members entitled to notice of the material elements of the settlement, constitutes  
4 the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice,  
5 and complies fully with the laws of California, the United States Constitution, and any other  
6 applicable law;

7           b.       A finding that after proper notice to the Class, and after sufficient  
8 opportunity to object, no timely objections to this Settlement Agreement have been made, or a  
9 finding that all timely objections have been considered and denied;

10          c.       Approval of the settlement, as set forth in the Settlement Agreement, as fair,  
11 reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement  
12 is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of  
13 this Settlement Agreement;

14          d.       A finding that neither the Final Judgment, the settlement, nor the Settlement  
15 Agreement shall constitute an admission of liability by any of the Parties, or any liability or  
16 wrongdoing whatsoever by any Party;

17          e.       A finding that Plaintiffs shall, as of the entry of the Final Judgment,  
18 conclusively be deemed to have fully, finally, and forever completely released, relinquished, and  
19 discharged the Released Persons from the Plaintiffs' Released Claims;

20          f.       A finding that all Settlement Class Members, excluding Opt-Outs, shall, as  
21 of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever  
22 completely released, relinquished, and discharged the Released Persons from the Released Class  
23 Claims; and

24          g.       A reservation of exclusive and continuing jurisdiction over the Litigation  
25 and the Parties for the purposes of, among other things, (i) supervising the implementation,  
26 enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary  
27 Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of  
28 the relief to the Settlement Class and resolving any disputes that may arise with regard to the

1 foregoing.

2 67. The Parties agree to bear their own attorneys' fees, costs, and expenses not otherwise  
3 awarded in accordance with this Settlement Agreement.

4 **XV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

5 68. Each Party shall have the right to terminate this Settlement Agreement if:

6 a. The Court denies preliminary approval of this Settlement Agreement (or  
7 grants preliminary approval through an order that materially differs in substance to **Exhibit E**  
8 hereto);

9 b. The Court denies final approval of this Settlement Agreement (or grants final  
10 approval through an order that materially differs in substance from the proposed Final Approval  
11 Order);

12 c. The Final Approval Order and Final Judgment do not become final by reason  
13 of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a  
14 further order or orders approving the settlement on the terms set forth herein; or

15 d. The Effective Date cannot occur.

16 69. The Parties agree to work in good faith to effectuate this Settlement Agreement  
17 including to reach agreement on any modification to the Settlement necessary to obtain final  
18 approval.

19 70. If a Party elects to terminate this Settlement Agreement under this Section XV, that  
20 Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail  
21 within ten (10) Days of the occurrence of the condition permitting termination.

22 71. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other  
23 appropriate relief from an appellate court with respect to any denial by the Court of final approval  
24 of the Settlement. Plaintiffs may appeal any material reduction in the requested amount of  
25 attorneys' fees and/or costs.

26 72. If this Settlement Agreement is terminated or disapproved, or if the Effective Date  
27 should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval  
28 Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null

1 and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation  
2 as of the date and time immediately preceding the execution of this Settlement Agreement; (iii)  
3 except as otherwise expressly provided, the Parties shall stand in the same position and shall  
4 proceed in all respects as if this Settlement Agreement and any related orders had never been  
5 executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part  
6 of the Parties' settlement discussions, negotiations, or documentation (including any declaration or  
7 brief filed in support of the motion for preliminary approval or motion for final approval), nor any  
8 rulings regarding class certification for settlement purposes (including the Preliminary Approval  
9 Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be  
10 admissible into evidence for any purpose in the Litigation or any other proceeding.

11 73. If the Court does not approve the Settlement or the Effective Date cannot occur for  
12 any reason, Defendant shall retain all its rights and defenses in the Litigation. For example,  
13 Defendant shall have the right to object to the maintenance of the Litigation as a class action, to  
14 move for summary judgment, and to assert defenses at trial, and nothing in this Settlement  
15 Agreement or other papers or proceedings related to the Settlement shall be used as evidence or  
16 argument by any Party concerning whether the Litigation may properly be maintained as a class  
17 action, or for any other purpose.

18 74. If more than one percent (1%) of Settlement Class Members submit valid opt-out  
19 forms, Emanate may, at its sole discretion, void the Settlement Agreement. However, Emanate  
20 shall pay all costs of Settlement Administration incurred by the Settlement Administrator up to the  
21 date it voids the Settlement.

## 22 **XVI. RELEASE**

23 75. On the Effective Date, Plaintiffs and each and every Settlement Class Member,  
24 excluding Opt-Outs, shall be bound by this Settlement Agreement and shall have recourse only to  
25 the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration,  
26 or other claim or proceeding, regardless of forum, may be pursued against Released Persons with  
27 respect to the Plaintiffs' Released Claims or the Released Class Claims. Released Claims do not  
28 include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of

1 the settlement.

2       76. On the Effective Date and in consideration of the promises and covenants set forth  
3 in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever  
4 completely released, relinquished, and discharged the Released Persons from any and all past,  
5 present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and  
6 costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations,  
7 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or  
8 capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured  
9 or not matured that were or could have been asserted in the Litigation relating to, concerning, or  
10 arising out of Emanate's use of analytics tools, such as the Meta Pixel and Google Analytics, on its  
11 Website (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the Final  
12 Approval Order so that all claims released thereby shall be barred by principles of res judicata,  
13 collateral estoppel, and claim and issue preclusion (the "Plaintiffs' Released Claims"). The  
14 Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any  
15 proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

16       77. On the Effective Date and in consideration of the promises and covenants set forth  
17 in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally,  
18 and forever completely released, relinquished, and discharged the Released Persons from any and  
19 all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys'  
20 fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action,  
21 obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or  
22 equity, fixed or contingent, accrued or unaccrued and matured or not matured that were or could  
23 have been asserted in the Litigation relating to, concerning, or arising out of Emanate's use of  
24 analytics tools, such as the Meta Pixel or Google Analytics, on its Website (the "Settlement Class  
25 Release"). The Settlement Class Release shall be included as part of the Final Approval Order so  
26 that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and  
27 claim and issue preclusion (the "Released Class Claims," and together with Plaintiffs' Released  
28 Claims, the "Release Claims"). The Released Class Claims shall constitute and may be pleaded as

1 a complete defense to any proceeding arising from, relating to, or filed in connection with the  
2 Released Class Claims.

3 78. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement  
4 Class Members, excluding Opt-Outs, shall be bound by this Settlement Agreement and the  
5 Settlement Class Release

6 79. The Plaintiffs' Released Claims include the release of Unknown Claims. "Unknown  
7 Claims" means any of the Released Claims that either Plaintiff does not know or suspect to exist in  
8 his or her favor at the time of the release of the Released Persons that, if known by him or her,  
9 might have affected his or her settlement with, and release of, the Released Persons, or might have  
10 affected his or her decision not to object to and/or to participate in the Settlement.

11 80. With respect to any and all Plaintiffs' Released Claims, the Settling Parties stipulate  
12 and agree that upon the Effective Date, Plaintiffs expressly shall be deemed to have, and by  
13 operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by  
14 California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any  
15 law of any state, province, or territory of the United States which is similar, comparable, or  
16 equivalent to California Civil Code § 1542, which provides:

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

23 Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of  
24 them, now know or believe to be true with respect to the subject matter of the Released Claims, but  
25 Plaintiffs expressly shall be deemed to have, and by operation of the Judgment shall have, upon the  
26 Effective Date, fully, finally and forever settled and released any and all Released Claims. For the  
27 avoidance of doubt this provision applies only to the Released Claims and not to any claims of  
28 Plaintiffs unrelated to the facts or circumstances at issues in the litigation, *e.g.*, medical malpractice

1 claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement  
2 Agreement.

3 81. Upon the occurrence of the later of the Effective Date and Defendant paying the full  
4 amount of the Settlement Fund to the Settlement Administrator, and in consideration of the  
5 Released Claims described herein, Emanate shall be deemed to have, and by operation of the  
6 Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class  
7 Representatives, Class Counsel, and all Settlement Class Members of all claims based upon the  
8 institution, prosecution, settlement, or resolution of the litigation or the Released Claims, except  
9 for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or  
10 defenses Emanate may have against such Persons including, without limitation, any claims based  
11 upon any retail, banking, debtor-creditor, contractual, or other business relationship with such  
12 Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or  
13 the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

14 82. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and  
15 Settlement Class Members shall not prosecute, respectively, the Plaintiffs' Released Claims and  
16 the Released Class Claims, in any proceeding in any forum against any of the Released Persons or  
17 based on any actions taken by any Released Persons authorized or required by this Settlement  
18 Agreement or the Court or an appellate court as part of this Settlement.

19 83. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement  
20 Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for  
21 attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing  
22 Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner  
23 to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs'  
24 Released Claims or the Released Class Claims as well as any and all claims for the Service Award  
25 to Plaintiffs.

26 84. Nothing in the Releases shall preclude any action to enforce the terms of this  
27 Settlement Agreement, including participation in any of the processes detailed herein. Nor shall  
28 the Releases be construed to release claims for medical malpractice or bodily injury.

1 **XVII. EFFECTIVE DATE**

2 85. The "Effective Date" of this Settlement Agreement shall be the first Day after the  
3 date all of the following conditions have occurred:

4 a. This Settlement Agreement has been fully executed by all Parties and their  
5 counsel;

6 b. Orders have been entered by the Court certifying the Settlement Class,  
7 granting preliminary approval of this Settlement Agreement and approving the Notice Program and  
8 Claim Form, all as provided above;

9 c. The Court-approved E-Mail Notice and Postcard Notice have been e-mailed  
10 and mailed, respectively, other notice required by the Notice Program, if any, has been effectuated,  
11 and the Settlement Website has been duly created and maintained as ordered by the Court;

12 d. The Court has entered a Final Approval Order finally approving this  
13 Settlement Agreement, as provided above;

14 e. The Defendant has transmitted the Settlement Fund to the Settlement  
15 Administrator; and

16 f. The Final Approval Order and Final Judgment have become Final, as  
17 defined in Paragraph 10(m).

18 **XVIII. MISCELLANEOUS PROVISIONS**

19 86. The recitals and exhibits to this Settlement Agreement are integral parts of the  
20 Settlement and are expressly incorporated and made a part of this Settlement Agreement.

21 87. This Settlement Agreement is for settlement purposes only. Neither the fact of nor  
22 any provision contained in this Settlement Agreement nor any action taken hereunder shall  
23 constitute or be construed as an admission of the validity of any claim or any fact alleged in the  
24 Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the  
25 part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made  
26 in any other proceeding, including regulatory matters, directly or indirectly involving the  
27 allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be  
28 offered or be admissible in evidence against the Parties or cited or referred to in any action or

1 proceeding between the Parties, except in an action or proceeding brought to enforce its terms.  
2 Nothing contained herein is or shall be construed or admissible as an admission by Defendant that  
3 Plaintiffs' claim, or any similar claims, are suitable for class treatment.

4 88. In the event that there are any developments in the effectuation and administration  
5 of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement,  
6 then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall  
7 be ordered by the Court. The Parties shall execute all documents and use their best efforts to  
8 perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement  
9 and to take all necessary or appropriate actions to obtain judicial approval of this Settlement  
10 Agreement to give this Settlement Agreement full force and effect.

11 89. Cash Compensation payments shall be issued on a *pro rata* basis, such that the  
12 aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. All  
13 such determinations regarding the Cash Compensation payments shall be performed by the  
14 Settlement Administrator.

15 90. No person shall have any claim against Plaintiffs, Class Counsel, Defendant,  
16 Defendant's Counsel, or the Released Persons, or any of the foregoing's agents or representatives  
17 based on the administration of the Settlement substantially in accordance with the terms of the  
18 Settlement Agreement or any order of the Court or appellate court.

19 91. This Settlement Agreement constitutes the entire Settlement Agreement between  
20 and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement  
21 supersedes all prior negotiations and Settlement Agreements and may not be modified or amended  
22 except by a writing signed by the Parties and their respective counsel. The Parties acknowledge,  
23 stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement,  
24 negotiation, or understanding concerning any part of the subject matter of this Settlement  
25 Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

26 92. There shall be no waiver of any term or condition in this Settlement Agreement  
27 absent an express writing to that effect by the non-waiving Party. No waiver of any term or  
28 condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or

1 failure of the same term or condition, or waiver of any other term or condition of this Settlement  
2 Agreement.

3 93. In the event a third-party, such as a bankruptcy trustee, former spouse, or other third-  
4 party has or claims to have a claim against any payment made to a Settlement Class Member, it is  
5 the responsibility of the Settlement Class Member to transmit the funds to such third-party. Unless  
6 otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for  
7 such transmittal.

8 94. This Settlement Agreement shall not be construed more strictly against one Party  
9 than another merely because it may have been prepared by counsel for one of the Parties, it being  
10 recognized that because of the arm's-length negotiations resulting in this Settlement Agreement,  
11 all Parties hereto have contributed substantially and materially to the preparation of the Settlement  
12 Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement  
13 Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

14 95. This Settlement Agreement shall be construed under and governed by the laws of  
15 the State of California without regard to its choice of law provisions.

16 96. Neither Plaintiffs nor Class Counsel shall issue any press release to any traditional  
17 news outlet, including but not limited to print newspapers, online news websites, and television and  
18 radio stations, in connection with the Settlement Notice Program unless such press release is  
19 approved in advance by Defendant, and/or approved by Court order.

20 97. In the event that one or more of the provisions contained in this Settlement  
21 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such  
22 invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement  
23 Agreement, which shall remain in full force and effect as though the invalid, illegal, or  
24 unenforceable provision(s) had never been a part of this Settlement Agreement as long as the  
25 benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not  
26 materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable  
27 provision(s).

28 98. If any Party institutes any legal action or other proceeding against another Party or

1 Parties to enforce this Agreement or to declare rights and/or obligations under this Agreement, the  
2 prevailing party will be entitled to recover from the unsuccessful Party or Parties reasonable  
3 attorneys' fees and costs incurred in connection with any such action.

4 99. This Settlement Agreement will be binding upon and inure to the benefit of the  
5 successors and assigns of the Parties, Released Persons, and Settlement Class Members.

6 100. The headings used in this Settlement Agreement are for the convenience of the  
7 reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In  
8 construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa),  
9 and the use of the masculine includes the feminine (and vice-versa).

10 101. The Parties stipulate to stay all proceedings in the Litigation until the approval of  
11 this Settlement Agreement has been finally determined, except the stay of proceedings shall not  
12 prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve  
13 judicial approval of this Settlement Agreement.

14 102. This Settlement Agreement may be executed in one or more counterparts, each of  
15 which shall be deemed an original as against any Party who has signed it and all of which shall be  
16 deemed a single Settlement Agreement.

17 103. Each Party to this Settlement Agreement and the signatories thereto warrant that he,  
18 she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel  
19 and not in reliance upon any warranty or representation, express or implied, of any nature or kind  
20 by any other Party, other than the warranties and representations expressly made in this Settlement  
21 Agreement.

22 104. Each signatory below warrants that he or she has authority to execute this Settlement  
23 Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.  
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Dated: 05/26/2026

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By:  (with permission)  
\_\_\_\_\_  
JOHN NELSON

Dated: 05/26/2026

**ZIMMERMAN REED LLP**

By:   
\_\_\_\_\_  
RYAN ELLERSICK

*Attorneys for Plaintiffs and the Proposed Class*

Dated: \_\_\_\_\_

**BAKER & HOSTETLER LLP**

By: \_\_\_\_\_  
PAUL G. KARLSGODT  
TERESA C. CHOW  
  
*Attorneys for Defendant*  
EMANATE HEALTH MEDICAL CENTER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SALLY SHIVELY  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PATSYANN SUTTON  
Plaintiff

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARY PEREZ  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
STEFANIE DIAMOND  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christine Rendl

EMANATE HEALTH MEDICAL CENTER  
Corporate Director of Risk Management

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Dated: \_\_\_\_\_

**ZIMMERMAN REED LLP**

By: \_\_\_\_\_  
RYAN ELLERSICK

*Attorneys for Plaintiffs and the Proposed Class*

Dated: \_\_\_\_\_

**BAKER & HOSTETLER LLP**

By:  \_\_\_\_\_  
PAUL G. KARLSGODT  
TERESA C. CHOW

*Attorneys for Defendant*  
EMANATE HEALTH MEDICAL CENTER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SALLY SHIVELY  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PATSYANN SUTTON  
Plaintiff

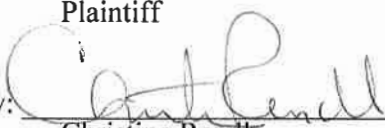
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By: \_\_\_\_\_  
MARY PEREZ  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
STEFANIE DIAMOND  
Plaintiff

Dated: 5/20/24

By:  \_\_\_\_\_  
Christine Rendt

EMANATE HEALTH MEDICAL CENTER  
Corporate Director of Risk Management

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Dated: \_\_\_\_\_

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By: \_\_\_\_\_  
JOHN NELSON

Dated: \_\_\_\_\_

**ZIMMERMAN REED LLP**

By: \_\_\_\_\_  
RYAN ELLERSICK  
*Attorneys for Plaintiffs and the Proposed Class*

Dated: \_\_\_\_\_

**BAKER & HOSTETLER LLP**

By: \_\_\_\_\_  
PAUL G. KARLSGODT  
TERESA C. CHOW  
*Attorneys for Defendant*  
EMANATE HEALTH MEDICAL CENTER

Dated: 21/05/2026  
\_\_\_\_\_

By:  \_\_\_\_\_  
Sally Shively (May 21, 2026 15:48:00 PDT)  
SALLY SHIVELY  
Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PATSYANN SUTTON  
Plaintiff

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Dated: \_\_\_\_\_

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By: \_\_\_\_\_  
JOHN NELSON

Dated: \_\_\_\_\_

**ZIMMERMAN REED LLP**

By: \_\_\_\_\_  
RYAN ELLERSICK  
  
*Attorneys for Plaintiffs and the Proposed Class*

Dated: \_\_\_\_\_

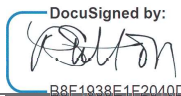
**BAKER & HOSTETLER LLP**

By: \_\_\_\_\_  
PAUL G. KARLSGODT  
TERESA C. CHOW  
  
*Attorneys for Defendant*  
EMANATE HEALTH MEDICAL CENTER

Dated: \_\_\_\_\_

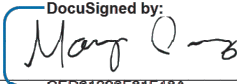
By: \_\_\_\_\_  
SALLY SHIVELY  
Plaintiff

Dated: 5/21/2026 | 1:07 PM PDT  
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By:  \_\_\_\_\_  
PATSYANN SUTTON  
Plaintiff

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By: \_\_\_\_\_  
MARY PEREZ  
Plaintiff

By: \_\_\_\_\_  
STEFANIE DIAMOND  
Plaintiff

By: \_\_\_\_\_  
Christine Rendl  
  
EMANATE HEALTH MEDICAL CENTER  
Corporate Director of Risk Management

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Dated: \_\_\_\_\_

May 21, 2026

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

MARY PEREZ  
Plaintiff

By:  \_\_\_\_\_  
[Stefanie Diamond \(May 21, 2026 13:33:42 PDT\)](#)

STEFANIE DIAMOND  
Plaintiff

By: \_\_\_\_\_

Christine Rendl

EMANATE HEALTH MEDICAL CENTER  
Corporate Director of Risk Management

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$777K Emanate Health Medical Center Settlement Ends Class Action Over Alleged Use of Third-Party Tracking Pixels](#)

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