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FILED
Superior Court of California
County of Los Angeles
08/01/2025
David W. Slayton, Executive Officer/Clerk of Court
By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Timothy Head, *et al.*,
Plaintiffs,
v.
Regal Medical Group, Inc., *et al.*,
Defendants.

CLASS ACTION

Case No. 23STCV02939

Assigned for All Purposes to:
Hon. Timothy P. Dillon, Dept. 15

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

[Filed Concurrently with Motion and
Declarations]

Date: July 30, 2025
Time: 10:00 a.m.
Dept.: 15

1 WHEREAS, on October 21, 2024, Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum,
2 Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole filed a Third Amended Class
3 Action Complaint;

4 WHEREAS, Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas,
5 Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole (“Plaintiffs”), individually and on behalf of
6 themselves and the proposed Settlement Class (defined below), and Defendants Heritage Provider
7 Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.;
8 ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan
9 IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange
10 County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care
11 Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a
12 Pacific Family Hospice; and Valley’s Best Hospice, Inc. (collectively, “Defendants”), (collectively,
13 the “Parties”), have entered into a Settlement Agreement (collectively, the “Settlement”) resolving
14 the Action, subject to Court approval;

15 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation
16 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel are
17 experienced in similar litigation; and

18 WHEREAS, Plaintiffs, the proposed Class Representatives, have moved the Court for entry
19 of an order preliminarily approving the Settlement, conditionally certifying the Settlement Class for
20 settlement purposes only, and approving the form and method of notice upon the terms and
21 conditions set forth in the Settlement, together with all exhibits thereto.

22 WHEREAS, the Court having considered the Settlement, together with all exhibits thereto
23 and records in this case, and the arguments of counsel and for good cause appearing, hereby orders
24 as follows:

25 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

26 1. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement
27 and Conditionally Certifying Settlement Class for Settlement Purposes Only is GRANTED. The
28 terms defined in the Settlement shall have the same meaning in this Order.

2. Having made the finding set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only:

The approximately three million, four hundred and thirteen thousand (3,413,000) persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach.

3. Excluded from the Settlement Class are (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

4. For settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure § 382 have been met, in that: (i) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (ii) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (iii) the claims of the Plaintiff are typical of the claims of the Settlement Class; (iv) Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (v) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court hereby appoints Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole as the Class Representatives for the Settlement Class.

6. The Court hereby appoints Daniel S. Robinson of Robinson Calcagnie, Inc., Scott Edward Cole of Cole & Van Note, and Jean Martin of Morgan & Morgan Complex Litigation Group as Class Counsel.

II. PRELIMINARY APPROVAL

7. The terms of the Settlement, including its proposed releases, are preliminarily

1 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
2 providing notice of the Settlement to the Settlement Class in accordance with the Notice Program,
3 and are subject to further and final consideration at the Final Approval Hearing provided for below.
4 In making this determination, the Court considered the fact that the Settlement is the product of
5 arm's-length negotiations conducted by experienced and knowledgeable counsel, the current
6 posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits
7 of continuing litigation to the Parties and the Settlement Class.

8 8. As provided for in the Settlement, if the Court does not grant final approval of the
9 Settlement or if the Settlement is voided, terminated or cancelled for any reason: (i) the Parties,
10 Class Counsel, and Defendants' Counsel shall have no obligation to repay any of the Administrative
11 Expenses that have been paid or incurred in accordance with Paragraph 109 of the Settlement
12 Agreement; and (ii) any amounts remaining in the Settlement Fund after payment of Administrative
13 Expenses paid or incurred in accordance with Paragraph 109 of the Settlement Agreement, including
14 all interest earned on the Settlement Fund net of any Taxes, shall be returned to the payor and no
15 other Person or entity shall have any further claim whatsoever to such amounts.

16 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

17 9. The Court appoints Simpluris as the Settlement Administrator. The responsibilities
18 of the Settlement Administrator are set forth in the Settlement Agreement. Administrative Expenses
19 are capped at \$2,450,000 regardless of the claims rate, unless the reminder notice is triggered
20 pursuant to Paragraph 96(e) of the Settlement Agreement, in which case Administrative Expenses
21 are capped at \$4,210,804.83.

22 10. The Court has considered the Notice provisions of the Settlement, the notice
23 program set forth in the Declaration of Daniel S. Robinson, and the Notices, attached as Exhibits 3
24 and 5 to the Settlement Agreement, copies of which are attached hereto as **Exhibits 1 and 2**. The
25 Court finds that the direct mailing of Notice in the manner set forth in the Notice Program is the best
26 notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement
27 and this Order to all persons entitled thereto, and is in full compliance with applicable law and due
28 process. The Court approves as to form and content the Notices attached as Exhibits 3 and 5 to the

1 Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice
2 Program following entry of this Order in accordance with the terms of the Settlement.

3 11. The Court approves as to form and content the Claim Form attached as Exhibit 1
4 to the Settlement Agreement, a copy of which is attached hereto as **Exhibit 3**.

5 12. Settlement Class Members who qualify for and wish to submit a Claim Form under
6 the Settlement shall do so in accordance with the requirements and procedures of the Settlement and
7 the Claim Form under which they are entitled to seek relief. The Claims Deadline is 105 days after
8 the Notice Date. In order to provide additional time for Settlement Class Members who are re-mailed
9 a Summary Notice pursuant to Paragraph 96.c of the Settlement Agreement, the Parties have
10 extended the Claims Deadline for all Settlement Class Members to a one hundred and five (105)
11 days, an additional fifteen (15) days from a ninety (90) day deadline. All Settlement Class Members
12 who fail to submit a claim in accordance with the requirements and procedures of the Settlement
13 and respective Claim Form shall be forever barred from receiving any such benefit but will in all
14 other respects be subject to and bound by the provisions of the Settlement and the release of the
15 Released Claims contained therein.

16 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

17 13. Each Person wishing to opt out of the Settlement Class must sign and timely mail
18 written notice of such intent to the designated address established by the Settlement Administrator.
19 The written notice must (i) be postmarked or received no later than 75 days after the Notice
20 Deadline; and (ii) include (A) the case name *Head, et al. v. Regal Medical Group, Inc., et al.*, Case
21 No. 23STCV02939; (B) the Proposed Settlement Class Member's full name, current mailing
22 address, telephone number, and email address; (C) a statement that the Proposed Settlement Class
23 Member wants to be excluded from the Settlement in the Action; and (D) the Proposed Settlement
24 Class Member's signature. In order to provide additional time for Proposed Settlement Class
25 Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c of the Settlement
26 Agreement, the Parties have extended the Opt-Out Period for all Proposed Settlement Class
27 Members to a seventy-five (75) day deadline, an additional fifteen (15) days from a sixty (60) day
28 deadline.

1 14. Persons who submit a Valid Request for Exclusion shall neither receive any benefits
2 of nor be bound by the terms of the Settlement.

3 15. Persons falling within the definition of the Settlement Class who do not submit a
4 Valid Request for Exclusion shall be bound by the terms of the
5 Settlement, including its release of the Released Claims, and all orders entered by the Court in
6 connection therewith.

7 **V. OBJECTIONS**

8 16. Each Settlement Class Member desiring to object to the class action components of
9 the Settlement must mail the objection, within seventy-five (75) days of the Notice Date, with the
10 caption *Head, et al. v. Regal Medical Group, Inc., et al.*, Lead Case No. 23STCV02939, and include:
11 (i) the Settlement Class Member's full name, current mailing address, telephone number, and email
12 address; (ii) a concise statement for the reasons for the objection; and (iii) the Settlement Class
13 Member's signature. In order to provide additional time for Settlement Class Members who are re-
14 mailed a Summary Notice pursuant to Paragraph 96.c of the Settlement Agreement, the Parties have
15 extended the Objection Deadline for all Settlement Class Members to seventy-five (75) days, an
16 additional fifteen (15) days from a sixty (60) day deadline.

17 17. Unless otherwise ordered by the Court, any Settlement Class Member who does not
18 timely object in the manner prescribed above shall be deemed to have waived all such objections
19 and shall forever be foreclosed from making any objection to the fairness, adequacy, or
20 reasonableness of the Settlement, including its release of the Released Claims, the Order and
21 Judgment approving the Settlement, and Class Counsel's motion(s) for award Awards, Costs, and
22 Expenses.

23 **VI. THE FINAL FAIRNESS HEARING**

24 18. The Court will hold a Final Fairness Hearing on January 28, 2026, at 10:00 a.m., in
25 Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring
26 Street, Los Angeles, California 90012 to consider: (a) whether certification of the Settlement Class
27 for settlement purposes only should be confirmed; (b) whether the Settlement should be approved
28 as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by

Class Counsel for the Fee Award and Costs as provided for under the Settlement; (d) the application for Service Awards as provided for under the Settlement; (e) whether the release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures. The Final Fairness Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

19. The Plaintiffs shall file their Motion for Final Approval of Class Action Settlement Agreement 150 days after preliminary approval. No later than 14 days prior to the Final Fairness Hearing, Plaintiffs shall file their Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement, including, as needed, a response to any valid and timely objections.

20. Plaintiffs shall file their Motion for Award of Attorney's Fees, Costs, and Expenses, and Class Representative Service Awards at least 21 days before the Objection Deadline, which is 75 days after the Notice Date. If an opposition or objection is filed, no later than 14 days prior to the Final Fairness Hearing, Plaintiffs shall file their Reply Brief in Support of Motion for Award of Attorneys' Fees, Costs, and Service Awards.

21. The requested award for the Fee Award and Costs shall not exceed \$16,665,000. The requested Service Awards shall not exceed \$7,500 for each Class Representative. The Administrative Expenses shall be capped at \$2,450,000 regardless of the claims rate. If the reminder notice is triggered pursuant to Paragraph 96(e) of the Settlement Agreement, the Administrative Expenses shall be capped at \$4,210,804.83 to account for the increased costs of a reminder notice.

22. The related time periods for events preceding the Final Fairness Hearing are as follows:

Event	Timing
Defendants to Provide Settlement Class Lists	7 Days after Preliminary Approval Order

Event	Timing
Notice Disseminated	30 Days after Receipt of Settlement Class Lists
Objection Deadline and End of Opt-Out Period	75 Days after Notice Date
Claims Deadline	105 Days after Notice Date
Opening Papers in Support of Final Approval	150 Days after Preliminary Approval Order
Motion for Award of Attorneys' Fees, Costs, and Service Awards	21 Days before Objection Deadline
Response to Plaintiffs' Fee Request (if any)	No later than 14 days prior to Final Fairness Hearing
Reply Papers in Support of Final Approval (if any)	14 Days Prior to Final Fairness Hearing
Responses to any objections (if any)	14 Days Prior to Final Fairness Hearing
Final Fairness Hearing	January 28, 2026, at 10:00 a.m.

23. The existing stay of the Action shall remain in effect pending the Court's ruling on the Motion for Preliminary Approval. Any action brought by a Settlement Class Member concerning a Released Claim is stayed and shall remain stayed pending final approval of the Settlement.

IT IS SO ORDERED.

Date: 08/01/2025



Timothy P. Dillon

Timothy P. Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge