

1 Paul R. Kiesel, State Bar No. 119854
kiesel@kiesel.law
 2 Jeffrey A. Koncius, State Bar No. 189803
koncius@kiesel.law
 3 Nicole Ramirez Jones, State Bar No. 279017
ramirezjones@kiesel.law
 4 **KIESEL LAW LLP**
 8648 Wilshire Boulevard
 5 Beverly Hills, CA 90211-2910
 Tel.: 310-854-4444
 6 Fax: 310-854-0812

7 Jason 'Jay' Barnes, State Bar No. 362776
jaybarnes@simmonsfirm.com
 8 Eric S. Johnson [*Pro Hac Vice*]
ejohnson@simmonsfirm.com
 9 **SIMMONS HANLY CONROY LLP**
 One Court Street
 10 Alton, IL 62002
 Tel.: 618-259-2222

An Truong [*Pro Hac Vice*]
atruong@simmonsfirm.com
SIMMONS HANLY CONROY LLP
 112 Madison Avenue, 7th Floor
 New York, NY 10016
 Tel.: 212-784-6400
 Fax: 212-213-5949

FILED
 Superior Court of California
 County of Sacramento
10/15/2025
 V. Aleman, Deputy

11 Attorneys for Plaintiffs
 12 JANE DOE I and JANE DOE II

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SACRAMENTO**

15 JANE DOE I and JANE DOE II, on behalf of
 themselves and all others similarly situated,

16 Plaintiffs,

17 v.

18 SUTTER HEALTH,

19 Defendant.

Case No. 34-2019-00258072-CU-BT-GDS

*Assigned for All Purposes to Department 22
 Pursuant to California Rule of Court 3.734*

~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT AGREEMENT,
 CERTIFYING SETTLEMENT CLASS,
 APPOINTING CLASS
 REPRESENTATIVES, APPOINTING
 CLASS COUNSEL, AND APPROVING
 NOTICE PLAN

Date: October 10, 2025
 Time: 10:30 a.m.
 Dept.: 22
 Judge: Hon. Lauri A. Damrell

Reservation Number: A-258072-033

Action Filed: June 10, 2019
 Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
 AGREEMENT, CERTIFYING SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVES,
 APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN

1 WHEREAS, a putative class action is pending before the Court entitled *JANE DOE I and*
2 *JANE DOE II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “Action”);

3 WHEREAS, Jane Doe I and Jane Doe II (“Plaintiffs”) and Defendant Sutter Health
4 (“Defendant”) have entered into a class action Settlement Agreement, which, together with the
5 exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and release,
6 including the dismissal of the Action with prejudice, upon the terms and conditions set forth therein
7 and attached hereto as Exhibit A (the “Settlement Agreement”);

8 WHEREAS, previous versions of a settlement agreement, claim form, email notice, postcard
9 notice, and long form notice were submitted to the Court in connection with Plaintiffs’ Motion for
10 Preliminary Approval of Class Action Settlement and Supplemental Brief Regarding Plaintiffs’
11 Motion for Preliminary Approval of Class Action Settlement; and

12 WHEREAS, the Settlement Agreement includes the revisions to the previous versions of the
13 settlement agreement, email notice, and long form notice recommended by the Court in its June 13,
14 2025 and September 19, 2025 Orders, and this [Proposed] Order includes the revisions recommended
15 or requested by the Court in its September 19, 2025 Order, and the Court having read and considered
16 the Settlement Agreement and [Proposed] Order;

17 This matter coming before the Court upon the agreement of the parties, and good cause being
18 shown,

19 IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

20 1. Terms and phrases in this Order shall have the same meaning as ascribed to them in
21 the Settlement Agreement.

22 2. Plaintiffs have moved the Court for an order approving the settlement of the Action in
23 accordance with the Settlement Agreement, which, together with the documents incorporated therein,
24 sets forth the terms and conditions for a proposed settlement and dismissal of the Action with
25 prejudice, and the Court having read and considered the Settlement Agreement and having heard the
26 parties, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final
27 Approval Hearing referred to in Paragraph 5 of this Order.

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1 3. This Court finds that it has jurisdiction over the subject matter of this action and over
2 all Parties to the Action.

3 4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement
4 is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the
5 Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially
6 fulfills the purposes and objectives of the putative class action and provides substantial relief to the
7 Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial,
8 and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length
9 negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the
10 settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all
11 applicable requirements of law, including Cal. Code of Civil Proc. Section 382 and Cal. Rule of Court
12 Rule 3.769; and (d) is not a finding of, or admission of liability by, the Defendant or any other person,
13 nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation
14 of law.

15 5. The Final Approval Hearing shall be held before this Court on February 27, 2026, at
16 9:00 a.m. at Gordon D. Schaber Superior Court, 720 9th Street, Department 22, Sacramento,
17 California 95814 or remotely by Zoom at <https://saccourt-ca-gov.zoomgov.com/my/sscdept22> to
18 determine whether: (a) the proposed settlement of the Action on the terms and conditions provided for
19 in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by
20 the Court; (b) an order of dismissal with prejudice should be entered; (c) to approve and award the
21 payment of attorneys' fees, costs, and expenses to Class Counsel; (d) to approve and award the
22 payment of the Incentive Awards to the Class Representatives; and (e) to approve the two proposed
23 cy pres recipients. The Court may continue or adjourn the Final Approval Hearing without further
24 notice to members of the Settlement Class.

25 6. Class Counsel shall file papers in support of their Fee and Cost Award and Class
26 Representatives' Incentive Awards (collectively, the "Fee Petition") with the Court on or before
27 December 9, 2025. Defendant may, but is not required to, file a response to Class Counsel's Fee
28

1 Petition with the Court on or before February 13, 2026. Class Counsel may file a reply in support of
2 their Fee Petition with the Court on or before February 20, 2026.

3 7. Papers in support of final approval of the Settlement Agreement and any
4 supplementation to the Fee Petition shall be filed with the Court on or before February 3, 2026.

5 **The Settlement Class, Settlement Class Counsel, and Class Representatives**

6 8. For purposes of settlement only, the Court conditionally certifies the following
7 Settlement Class as defined in the Settlement Agreement:

8 [A]ll individuals who were California residents at the time they logged into
9 their own Sutter Health MyHealthOnline portal account for purposes relating
to their own healthcare from June 10, 2015, through March 20, 2020.

10 9. Excluded from the Settlement Class are: (1) any Judges who presided over this
11 Action, any members of the Judges' respective staffs, and immediate members of the Judges'
12 families; (2) officers and directors of the Defendant, its subsidiaries, parent companies, successors,
13 predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who
14 timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal
15 representatives, successors, or assigns of any such excluded persons.

16 10. For purposes of settlement only, the Court conditionally appoints Jeffrey A. Koncius
17 and Nicole Ramirez Jones of the law firm Kiesel Law LLP, and Jason "Jay" Barnes and Eric Johnson
18 of the law firm Simmons Hanly Conroy LLP as Settlement Class Counsel.

19 11. For purposes of settlement only, the Court conditionally appoints Jane Doe I and Jane
20 Doe II as Settlement Class Representatives.

21 12. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5
22 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely
23 within the context of and for the purposes of settlement, that the Settlement Class satisfies the
24 requirements of Cal. Code of Civil Proc. Section 382 and Cal. Rule of Court Rule 3.769, including
25 specifically the Settlement Class is sufficiently numerous; the claims of the Class Representatives are
26 sufficiently typical of the claims of the members of the Settlement Class; and the Class
27 Representatives and Class Counsel will fairly and adequately protect the interests of the members of
28 the Settlement Class.

1 13. If the Settlement Agreement does not receive the Court’s final approval, or if final
2 approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to
3 become effective, the Court’s grant of settlement class certification shall be vacated, and Plaintiffs
4 will once again bear the burden of establishing the propriety of class certification. In such case, neither
5 the certification of the Settlement Class for settlement purposes, nor any other act relating to the
6 negotiation or execution of the Settlement Agreement shall be considered as a factor in connection
7 with any class certification issue(s).

8 **Notice and Administration**

9 14. The Court approves, as to form, content, and distribution, the Notice Plan set forth in
10 the Settlement Agreement, including the Notice Plan and all forms of Notice to the Settlement Class
11 as set forth in the Settlement Agreement and Exhibits B-D thereto, and finds that such Notice is the
12 best notice practicable under the circumstances, and that the Notice complies fully with California
13 requirements. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all
14 persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the
15 Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the
16 Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, and the right
17 to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court
18 finds that no notice other than that specifically identified in the Settlement Agreement is necessary in
19 this Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways
20 that are appropriate to update those documents for purposes of accuracy or formatting.

21 15. The Court approves the request for the appointment of Epiq Class Action & Claims
22 Solutions, Inc. as Settlement Administrator of the Settlement Agreement.

23 16. Pursuant to Article 4 of the Settlement Agreement, the Settlement Administrator is
24 directed to publish the Notice and Claim Form on the Settlement Website and to send direct notice
25 via email and U.S. Mail in accordance with the Notice Plan called for by the Settlement Agreement.
26 The Settlement Administrator shall also maintain the Settlement Website to provide full information
27 about the Settlement and allow for the filing of claims online.

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1 **Submission of Claims and Requests for Exclusion from Class**

2 17. Members of the Settlement Class who wish to receive benefits under the Settlement
3 Agreement must complete and submit a timely and valid Claim Form(s) in accordance with the
4 instructions contained therein. All Claim Forms must be postmarked or received by the Settlement
5 Administrator within sixty (60) days after entry of the Final Judgment. The Settlement Administrator
6 shall accept and process Claim Forms in accordance with the Settlement Agreement.

7 18. Any person falling within the definition of the Settlement Class may, upon valid and
8 timely request, exclude themselves or “opt out” from the Class. Any such person may do so on or
9 before the Exclusion Deadline of January 23, 2026, provided they comply with the exclusion
10 procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded
11 shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

12 19. Any members of the Settlement Class who elect to exclude themselves or “opt out” of
13 the Settlement Agreement must file a written request with the Settlement Administrator, received or
14 postmarked no later than the Exclusion Deadline. The request for exclusion must comply with the
15 exclusion procedures set forth in the Settlement Agreement and Notice and include the Settlement
16 Class member’s name and address, email address, telephone number, a signature, the name and
17 number of the Action, and a statement that he or she wishes to be excluded from the Settlement Class
18 for the purposes of this Settlement. Each request for exclusion must be submitted individually. So
19 called “mass” or “class” opt-outs shall not be allowed.

20 20. Individuals who opt out of the Class relinquish all rights to benefits under the
21 Settlement Agreement and will not release their claims. However, members of the Settlement Class
22 who fail to submit a valid and timely request for exclusion shall be bound by all terms of the
23 Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion
24 from the Settlement Agreement and regardless of whether they submit a timely and valid Claim Form.

25 **Appearances and Objections**

26 21. Any person who falls within the definition of the Settlement Class and who does not
27 request exclusion from the Class may enter an appearance in the Action, at their own expense,
28 individually or through counsel of their own choice, or may appear at the Final Approval Hearing

1 without entering a formal appearance. Any Settlement Class Member who does not enter an
2 appearance will be represented by Class Counsel.

3 22. Any members of the Settlement Class who have not timely and validly filed a request
4 for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or
5 to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms
6 of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class
7 Counsel in the amounts specified in the Notice, or to the Incentive Awards to the Class
8 Representatives as set forth in the Notice and Settlement Agreement. At least fourteen (14) days
9 before the Objection Deadline for written objections, papers supporting the Fee Award shall be filed
10 with the Court. Members of the Class may object on their own or may do so through separate counsel
11 at their own expense.

12 23. To object in writing, members of the Class must sign and file their objection no later
13 than the Objection Deadline for written objections: January 23, 2026. The written objection must
14 comply with the objection procedures set forth in the Settlement Agreement and Notice, and include:
15 (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims
16 to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal
17 authority and evidence supporting the objection; (4) the name and contact information of any and all
18 attorneys representing, advising, or in any way assisting the objector in connection with the
19 preparation or submission of the objection or who may profit from the pursuit of the objection (the
20 "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the
21 Final Approval Hearing (either personally or through counsel who files an appearance with the Court
22 in accordance with the Local Rules). If a Settlement Class Member or any of the Objecting Attorneys
23 has objected to any class action settlement where the objector or the Objecting Attorneys asked for
24 or received any payment in exchange for dismissal of the objection, or any related appeal, without
25 any modification to the settlement, then the objection must include a statement identifying each such
26 case by full case caption and amount of payment received.

27 24. Members of the Class who fail to file and serve timely written objections shall
28 nevertheless be permitted to attend the final approval hearing and speak regarding their objections.

1 Regardless of whether a Class Member files a notice of intent to appear, the Court will generally hear
2 from any settlement class member who attends the final approval hearing and asks to speak. Members
3 of the Class who fail to file and serve timely written objections and who do not raise their objections
4 at the final approval hearing will be deemed to have waived any objections and shall be foreclosed
5 from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any
6 of the subjects listed in paragraph 5, above, *i.e.*: (a) whether the proposed settlement of the Action on
7 the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate
8 and should be given final approval by the Court; (b) whether an order of dismissal with prejudice
9 should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class
10 Counsel; and (d) whether to approve the payment of Incentive Awards to the Class Representatives.

11 25. To be valid, written objections must also be timely filed with the Court and sent to the
12 following: Class Counsel, Jeffrey A. Koncius and Nicole Ramirez Jones at Kiesel Law LLP, 8648
13 Wilshire Boulevard, Beverly Hills, California 90211-2910; and Defendant's Counsel, Michael D.
14 Abraham and Stephen C. Steinberg, at Bartko Pavia LLP, 1100 Sansome Street, San Francisco,
15 California 94111.

16 **Cy Pres Recipients**

17 26. The Court approves as the cy pres recipients Privacy Rights Clearinghouse and the
18 American Health Information Management Association ("AHIMA") on the conditions that any funds
19 received by Privacy Rights Clearinghouse will be used exclusively for its California state-wide
20 advocacy work related to data privacy, and will not be used to fund litigation, and any funds received
21 by AHIMA will be used exclusively for its work on promoting digital health literacy, and will not be
22 used to fund litigation.

23 **Further Matters**

24 27. All further proceedings in the Action are ordered stayed until Final Judgment or
25 termination of the Settlement Agreement, whichever occurs earlier, except for those matters
26 necessary to obtain and/or effectuate final approval of the Settlement Agreement.

27 28. The Court retains jurisdiction to consider all further applications arising out of or
28 connected with the proposed Settlement Agreement. The Court may approve the Settlement, with

1 such modifications as may be agreed to by the Parties, if appropriate, without further notice to the
2 Class.

3 29. Class Members shall be bound by all determinations and orders pertaining to the
4 Settlement, including the release of all claims to the extent set forth in the Settlement Agreement,
5 whether favorable or unfavorable, unless such persons validly request exclusion from the Settlement
6 Class in a timely and proper manner, as provided in the Settlement Agreement and herein. Settlement
7 Class Members who do not timely and validly request exclusion shall be so bound even if they have
8 previously initiated or subsequently initiate litigation or other proceedings against the Defendant or
9 the Releasees relating to the claims released under the terms of the Settlement Agreement.

10 30. If the Settlement Agreement is not approved by the Court in complete accordance with
11 its terms or is otherwise terminated, each party will have the option of having the Action revert to its
12 status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such
13 event, the parties will retain all rights as if the Settlement Agreement was never agreed upon and the
14 five-year rule tolled during this period.

15 31. In the event that the Settlement Agreement is terminated pursuant to the provisions of
16 the Settlement Agreement or for any reason whatsoever the approval of it does not become Final
17 then: (i) the Settlement Agreement shall be null and void, including any provision related to the award
18 of attorneys' fees, and shall have no further force and effect with respect to any party in this Action,
19 and shall not be used in this Action or in any other proceeding for any purpose, except to the extent
20 expressly preserved by the Settlement Agreement in the event of termination; (ii) all negotiations,
21 proceedings, documents prepared, and statements made in connection with the Settlement Agreement
22 shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an
23 admission by any party of any act, matter, or proposition, and shall not be used in any manner or for
24 any purpose in any subsequent proceeding in this Action or in any other action in any court or other
25 proceeding, provided, however, that the termination of the Settlement Agreement shall not shield
26 from subsequent discovery any factual information provided in connection with the negotiation of
27 this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement;
28 and (iii) any party may elect to move the Court pursuant to the provisions of this paragraph, and none

of the non-moving parties (or their counsel) shall oppose any such motion.

Summary of Relevant Deadlines Up to Final Approval Hearing

EVENT	PROPOSED DEADLINE	DATE ORDERED BY COURT
Notice Date	45 days after entry of preliminary approval order	November 24, 2025
Filing of Motion for Attorneys' Fees and Costs	60 days after entry of preliminary approval order	December 9, 2025
Exclusion and Written-Objection Deadlines	60 days after Notice Date	January 23, 2026
Filing of Motion for Final Approval	16 court days before the Final Approval Hearing	February 3, 2026
Filing of Opposition to Motion for Attorneys' Fees and Costs	9 court days before the Final Approval Hearing	February 13, 2026
Filing of Reply in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs	5 court days before the Final Approval Hearing	February 20, 2026
Final Approval Hearing	Date set by Court	February 27, 2026 at 9:00 a.m.
Claim Deadline	60 days after entry of Final Judgment	

IT IS SO ORDERED, this 11 day of February, 2025.



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

The Hon. Lauri A. Damrell
Judge of the Sacramento Superior Court

EXHIBIT “A”

Paul R. Kiesel, State Bar No. 119854
kiesel@kiesel.law
Jeffrey A. Koncius, State Bar No. 189803
koncius@kiesel.law
Nicole Ramirez Jones, State Bar No. 279017
ramirezjones@kiesel.law

KIESEL LAW LLP
8648 Wilshire Boulevard
Beverly Hills, CA 90211-2910
Tel.: 310-854-4444 / Fax: 310-854-0812

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Jason Barnes, State Bar No. 362776
jaybarnes@simmonsfirm.com
SIMMONS HANLY CONROY LLP
One Court Street
Alton, IL 62002
Tel.: 618-259-2222

Attorneys for Plaintiffs JANE DOE I and JANE DOE II

ROBERT H. BUNZEL (SBN 99395)
rbunzel@bartkolaw.com
MICHAEL D. ABRAHAM (SBN 125633)
mabraham@bartkolaw.com
STEPHEN C. STEINBERG (SBN 230656)
ssteinberg@bartkolaw.com
KERRY DUFFY (SBN 233160)
kduffy@bartkolaw.com
BARTKO PAVIA LLP
1100 Sansome Street
San Francisco, California 94111
Telephone: (415) 956-1900
Facsimile: (415) 956-1152

Attorneys for Defendant SUTTER HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

JANE DOE I and JANE DOE II, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SUTTER HEALTH,

Defendant.

Case No. 34-2019-00258072-CU-BT-GDS

*Assigned for All Purposes to Department 22
Pursuant to California Rule of Court 3.734*

CLASS ACTION SETTLEMENT
AGREEMENT

Action Filed: June 10, 2019
Trial Date: None Set

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1 (9) Negligence; (10) Unjust Enrichment; (11) Breach of Contract; and (12) Breach of the Duty of
2 Good Faith and Fair Dealing.

3 4. Defendant filed a second round of pleading challenges (demurrers and motion to
4 strike) as to the First Amended Class Action Complaint, demurrers were sustained in full with
5 leave to amend, and the motion to strike was granted in part with leave to amend.

6 5. On February 9, 2021, Doe I and II filed a Second Amended Class Action
7 Complaint pleading claims for: (1) Violation of CMIA; (2) Violation of CIPA; (3) Intrusion Upon
8 Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5) Violation of UCL; (6) Negligence;
9 (7) Breach of Contract; and (8) Breach of the Implied Covenant of Good Faith and Fair Dealing.

10 6. Defendant filed a third round of pleading challenges (demurrers and motion to
11 strike) as to the Second Amended Class Action Complaint, demurrers were sustained without
12 leave to amend as to five causes of action, with leave to amend as to two causes of action, and
13 overruled as to one cause of action, and the motion to strike was granted in part.

14 7. On December 6, 2021, Doe I and II filed a Third Amended Class Action Complaint
15 pleading claims for: (1) Violation of CIPA; (2) Breach of Contract; and (3) Breach of the Implied
16 Covenant of Good Faith and Fair Dealing.

17 8. Defendant filed a fourth round of pleading challenges (demurrers, motion to strike,
18 and motion for judgment on the pleadings) as to the Third Amended Class Action Complaint,
19 demurrers were sustained with leave to amend as to two causes of action, the motion to strike was
20 granted in part, and the motion for judgment on the pleadings was denied.

21 9. On July 1, 2022, Doe I and II filed a Fourth Amended Class Action Complaint
22 pleading claims for: (1) Violation of CIPA; (2) Breach of Express Contract; and (3) Breach of
23 Implied Contract.

24 10. Defendant filed a fifth round of pleading challenges (demurrers to the causes of
25 action for breach of express and implied contract), which were overruled.

26 11. The material allegations of the original and amended complaints center on
27 Defendant's alleged disclosure of its patients' personally identifiable information ("PII") and/or
28 protected health information ("PHI") via cookies, pixels, web beacons, java script, and other

1 technologies to Meta (formerly known as Facebook), Google, and other third parties purportedly
2 without authorization, allegedly supporting liability under all of the aforementioned previously
3 pleaded causes of action.

4 12. On October 13, 2022, Defendant filed an Answer and Affirmative Defenses to
5 Doe I and II's Fourth Amended Class Action Complaint.

6 13. After extensive discovery, on November 14, 2023, Doe I and II filed a Motion for
7 Class Certification.

8 14. On March 21, 2024, Defendant filed an Opposition to Doe I and II's Motion for
9 Class Certification.

10 15. On May 16, 2024, Doe I and II filed a Reply in Support of their Motion for Class
11 Certification.

12 16. Before the Motion for Class Certification was argued or decided, the Parties
13 participated in a private mediation with the Honorable Retired Judge Gail Andler of JAMS, a
14 well-respected class action mediator.

15 17. As part of the mediation, and in order to competently assess their relative
16 negotiating positions, the Parties exchanged mediation briefing, as well as further details on
17 relevant issues, in addition to the information that was provided in formal discovery relevant to the
18 issues of class certification and summary judgment, such that the Parties had sufficient
19 information to assess the strengths and weaknesses of the claims and defenses.

20 18. The mediation took place on June 27, 2024. While the Parties engaged in good
21 faith negotiations, which at all times were at arms' length, they failed to reach an agreement that
22 day.

23 19. The Motion for Class Certification and other motions related to it were scheduled
24 to be heard on August 23, 2024. However, shortly before that hearing was to occur, the Parties
25 agreed to participate in a second mediation.

26 20. The second mediation took place on September 6, 2024. At the conclusion of the
27 second mediation, Ret. Judge Andler made a mediator's recommendation to settle the case for
28 \$21,500,000.00, which the Parties both accepted.

1 21. Over the ensuing two months, the Parties reached agreement on the remaining
2 material terms of a class action settlement subject to the terms set forth herein.

3 22. At all times, Sutter Health has denied and continues to deny any wrongdoing
4 whatsoever and has denied and continues to deny that it committed or attempted to commit any
5 wrongful act or violation of law or duty alleged in the Action, and believes it would have prevailed
6 at summary judgment and/or trial. Nonetheless, taking into account the uncertainty and risks
7 inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be
8 fully and finally settled and terminated in the manner and upon the terms and conditions set forth
9 in this Agreement. This Agreement is a compromise, and the Agreement, any related documents,
10 and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an
11 admission or concession of liability or wrongdoing on the part of Defendant, or any of the
12 Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing
13 or damage whatsoever.

14 23. Doe I and II believe that the claims asserted in the Action against Defendant have
15 merit and that they would have prevailed in certifying a litigation class and at trial. Nonetheless,
16 Doe I and II and Class Counsel (as defined herein) recognize the expense and delay associated
17 with continued prosecution of the Action against Defendant through class certification, summary
18 judgment, trial, and any subsequent appeals. Doe I and II and Class Counsel have also taken into
19 account the factual and legal defenses presented by Defendants and the uncertain outcome and
20 risks of litigation, especially in complex class actions, as well as the difficulties inherent in such
21 litigation. Therefore, Doe I and II and Class Counsel believe it is desirable that the Released
22 Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their
23 evaluation, Doe I and II and Class Counsel have concluded that the terms and conditions of this
24 Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best
25 interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and
26 provisions of this Agreement.

27 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among
28 Doe I and II, on behalf of themselves and the Settlement Class, and each of them, on the one hand,

1 and Defendant, on the other hand, that upon and subject to the terms and conditions of this
2 Agreement, and subject to the condition precedent of the Court's final approval of this Agreement
3 and the corresponding Judgment having become Final as of the Effective Date, in consideration of
4 the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the
5 Released Claims shall be finally and fully compromised, settled, and released, and the Action shall
6 be dismissed with prejudice.

7 AGREEMENT

8 ARTICLE I

9 (Definitions)

10 As used in this Settlement Agreement, the following terms have the meanings specified
11 below:

12 1.1. "Action" means *Doe I and Doe II v. Sutter Health*, Case No. 34-2019-00258072-
13 CU-BT-GDS, pending in the Superior Court of the State of California for the County of
14 Sacramento.

15 1.2. "Approved Claim" means a Claim Form submitted by a Settlement Class Member
16 that is: (a) completed by a Settlement Class Member with all of the information requested in the
17 Claim Form; (b) signed by the Settlement Class Member, physically or electronically;
18 (c) submitted timely and in accordance with the directions on the Claim Form and the provisions
19 of this Settlement Agreement; and (d) is approved by the Settlement Administrator pursuant to the
20 provisions of this Agreement.

21 1.3. "Claim" means a claim for settlement benefits made under the terms of this
22 Settlement Agreement.

23 1.4. "Claim Form" means the document substantially in the form attached hereto as
24 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class
25 Members who wish to file a Claim for a monetary settlement payment, shall be able to be
26 submitted in either electronic or paper format in the manner described below.

27 1.5. "Claims Deadline" means the date by which all Claim Forms must be postmarked
28 or received to be considered timely and shall be set as a date sixty (60) days after entry of the Final

Judgment. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6. “Class Counsel” means Jason “Jay” Barnes and Eric Johnson at the Simmons Hanly Conroy LLP law firm, along with Jeffrey A. Koncius and Nicole Ramirez Jones at the Kiesel Law LLP law firm.

1.7. “Class Representatives” mean the named Plaintiffs in this Action, Jane Doe I and Jane Doe II.

1.8. “Court” means the Superior Court of the State of California for the County of Sacramento.

1.9. “Defendant” means Sutter Health and all of its subsidiaries and affiliates.

1.10. “Defendant’s Counsel” means Robert H. Bunzel, Michael D. Abraham, Stephen C. Steinberg, and Kerry Duffy of Bartko Pavia LLP.

1.11. “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.12. “Exclusion Deadline” means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the Court

1.13. “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

1.14. “Final” means one business day following the latest of the following events: (a) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Awards, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for intervention, reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any

1 subsequent appeal or appeals following decisions on remand); or (c) the date of final dismissal of
2 any appeal or the final dismissal of any proceeding on certiorari. Notwithstanding the above, any
3 order modifying or reversing any Fee Award or Incentive Awards, or appeal solely thereof, made
4 in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect
5 of the Judgment.

6 1.15. “Final Approval Hearing” means the hearing before the Court where the Parties
7 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,
8 the Fee Award, and the incentive awards to the Class Representatives.

9 1.16. “Final Judgment” means the Final Judgment and Order to be entered by the Court
10 approving the Agreement after the Final Approval Hearing.

11 1.17. “Net Settlement Fund” means the amount of funds that remain in the Settlement
12 Fund after funds are paid from or allocated for payment from the Settlement Fund for the
13 following: (a) reasonable Notice and Claims Administration Costs incurred pursuant to this
14 Agreement; (b) any taxes owed by the Settlement Fund; (c) any Incentive Awards approved by the
15 Court; and (d) any Attorneys’ Fees, Costs, and Expenses approved by the Court.

16 1.18. “Notice” means the notice of this proposed Class Action Settlement Agreement and
17 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
18 forth in this Agreement, is consistent with the requirements of Due Process, the laws of California,
19 and the Constitution of the United States, and is substantially in the form of Exhibits B and C
20 attached hereto.

21 1.19. “Notice Date” means the date by which the initial Direct Notice set forth in
22 Paragraph 4.1 is complete, which shall be no later than forty-five (45) days after Preliminary
23 Approval.

24 1.20. “Objection Deadline” means the date by which a written objection to this
25 Settlement Agreement must be made, which shall be designated as a date no later than sixty (60)
26 days after the Notice Date, or such other date as ordered by the Court.

27 1.21. “Person” shall mean, without limitation, any individual, corporation, partnership,
28 limited partnership, limited liability company, association, joint stock company, estate, trust,

1 unincorporated association, and any business or legal entity, heirs, successors, executors, or
2 assigns.

3 1.22. "Plaintiffs" means Jane Doe I, Jane Doe II, and the Settlement Class Members.

4 1.23. "Preliminary Approval" means the Court's certification of the Settlement Class for
5 settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form
6 and manner of the Notice.

7 1.24. "Preliminary Approval Order" means the order preliminarily approving the
8 Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing
9 notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to
10 the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

11 1.25. "Released Claims" means a specific release of any and all claims (including
12 "Unknown Claims" as defined below) against Released Parties, or any of them, that were alleged
13 or could have been alleged based on, reasonably arising out of, or reasonably relating to any facts
14 alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information
15 related to a Settlement Class Member through use of Google Analytics, the Meta pixel, other
16 cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising
17 technologies on or involved with any of the Released Parties' respective websites, web domains,
18 webpages, or portals. Such release includes but is not limited to:

19 (a) Potential, filed, fixed or contingent, claimed or unclaimed, demands,
20 liabilities, rights, causes of action, contracts or agreements, non-economic damages, economic
21 damages, punitive damages, statutory damages, nominal damages, civil penalties, equitable relief,
22 expenses, costs, and attorneys' fees based on, reasonably arising out of, or reasonably relating to
23 any facts that were alleged in the Action; and/or,

24 (b) Obligations whether in law or in equity, accrued or unaccrued, direct,
25 individual or representative, of every nature and description whatsoever, whether based on state,
26 federal, local, statutory, or common law or any other law, rule or regulation, based on, reasonably
27 arising out of, or reasonably relating to any facts that were alleged in the Action.

1 1.26. “Released Parties” means Sutter Health and all of its subsidiaries and affiliates,
2 and each of them, as well as any and all of their respective present or past heirs, executors, estates,
3 administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors,
4 licensees, associates, affiliates, employers, employees, agents, consultants, independent
5 contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,
6 members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders,
7 auditors, investment advisors, legal representatives, successors in interest, assigns and companies,
8 firms, trusts, and corporations. Released Parties does not include Meta, Google, or any other
9 tracking, analytics, and/or advertising technologies companies to the extent they may be liable, if
10 at all, for their own actions.

11 1.27. “Releasing Parties” means Doe I and II, those Settlement Class Members who do
12 not timely opt out of the Settlement Class, and all of their respective present or past heirs,
13 executors, estates, administrators, successors, assigns, and any other Person claiming by, through,
14 or under the Settlement Class Member.

15 1.28. “Settlement Administration Expenses” means the expenses incurred by the
16 Settlement Administrator in providing Notice, processing claims, responding to inquiries from
17 members of the Settlement Class, mailing checks for Approved Claims, and related services.

18 1.29. “Settlement Administrator” means Epiq or such other reputable administration
19 company that has been selected by the Parties and approved by the Court to oversee the
20 distribution of Notice, as well as the processing and payment of Approved Claims to the
21 Settlement Class as set forth in this Agreement.

22 1.30. “Settlement Class” means all individuals who were California residents at the time
23 they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to
24 their own healthcare from June 10, 2015, through March 20, 2020. Excluded from the Settlement
25 Class are: (a) any Judge presiding over this Action, any members of the Judges’ respective staffs,
26 and immediate members of the Judge’s family; (b) officers and directors of Defendant, its
27 subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a
28 controlling interest; (c) persons who timely and validly request exclusion from and/or opt-out of

1 the Settlement Class; and (d) the legal representatives, successors or assigns of any such excluded
2 persons.

3 1.31. "Settlement Class Member" means a Person who falls within the definition of the
4 Settlement Class as set forth above.

5 1.32. "Settlement Fund" means the sum of twenty-one million five hundred thousand
6 dollars and no cents (\$21,500,000.00), to be paid by Defendant as specified in this Agreement.

7 1.33. "Settlement Website" means a website, referenced in Section 4(e) below, to be
8 established, operated, and maintained by the Settlement Administrator for purposes of providing
9 notice and otherwise making available to the Settlement Class Members certain documents,
10 information, and online claims submission process.

11 1.34. "United States" as used in this Settlement Agreement includes the District of
12 Columbia, all States, and all territories.

13 1.35. "Unknown Claims" means any of the Released Claims that any of the Releasing
14 Parties do not know or suspect to exist, which, if known by him or her, might have affected his or
15 her settlement with, and release of, the Released Parties or the Released Claims or might have
16 affected his or her decision to agree, object or not to object to and/or participate in the Settlement.

17 18 ARTICLE II

19 (Settlement Relief)

20 2.1. Creation of the Settlement Fund: Defendant agrees that it will make a total,
21 combined payment of twenty-one million five hundred thousand dollars and no cents
22 (\$21,500,000.00) and deposit that payment into the Settlement Fund as follows: (a) Defendant
23 shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the
24 Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order, which
25 shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the
26 Final Approval Order and Final Judgment, and (b) Defendant shall pay the balance of the
27 Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No Cents
28 (\$21,250,000.00), thirty (30) Days after the Effective Date. For the avoidance of doubt, and for

1 purposes of this Settlement Agreement only, Defendant's and its insurers' total obligation to pay
2 may not exceed for any reason twenty-one million five hundred thousand dollars and no cents
3 (\$21,500,000.00), inclusive of attorneys' fees awards, incentive awards, costs, and expenses. The
4 timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement
5 Administrator for the Settlement Fund and on the Settlement Administrator signing a Business
6 Associate Agreement with Defendant in a form agreeable to Defendant by the date that the
7 Preliminary Approval Order is issued. If Defendant does not receive this information and Business
8 Associate Agreement by the date that the Preliminary Approval Order is issued, the payments
9 specified by this paragraph shall be made within thirty (30) days after Defendant receives this
10 information and the executed Business Associate Agreement in a form agreeable to Defendant.

11 2.2. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an
12 appropriate trust account established by the Settlement Administrator but shall remain subject to
13 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed
14 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this
15 Agreement is voided, terminated, or cancelled. In the event this Agreement is voided, terminated,
16 or cancelled due to lack of approval from the Court or any other reason: (a) the Plaintiffs and Class
17 Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that
18 have been paid or incurred in accordance with the terms and conditions of this Agreement; (b) any
19 amounts remaining in the Settlement Fund after payment of Notice and Claims Administration
20 Costs paid or incurred in accordance with the terms and conditions of this Agreement, including
21 all interest earned on the Settlement Fund net of any taxes, shall be returned to Sutter Health; and
22 (c) no other Person shall have any further claim whatsoever to such amounts.

23 2.3. Use of the Settlement Fund: As further described in this Agreement, the Settlement
24 Fund shall be used by the Settlement Administrator to pay for: (a) reasonable Notice and Claims
25 Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties
26 and approved by the Court; (b) any Incentive Awards approved by the Court; (c) any Fee and Cost
27 Award as approved by the Court; and (d) any benefits to Settlement Class Members, pursuant to
28 the terms and conditions of this Agreement.

1 2.4. Payments/Withdrawals from the Settlement Fund: No amounts may be withdrawn
2 from the Settlement Fund unless expressly authorized by the Agreement, or as may be approved
3 by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable
4 Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced
5 without further order of the Court. The Settlement Administrator shall provide Class Counsel and
6 Defendant's Counsel with seven (7) days' prior written notice prior to making any withdrawal or
7 other payment from the Settlement Fund before the Effective Date.

8 2.5. Payments to Settlement Class Members with Approved Claims: The Settlement
9 Administrator, subject to such supervision and direction of the Court and Class Counsel as may be
10 necessary or as circumstances may require, shall administer and oversee distribution of the
11 Settlement Fund to Settlement Class Members with Approved Claims pursuant to this Agreement.

12 2.6. Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement
13 Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by
14 the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall
15 indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation,
16 taxes payable by reason of any such indemnification payments). The Parties and their respective
17 counsel have made no representation or warranty with respect to the tax treatment by any Plaintiff
18 or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or
19 derived from or made pursuant to the Settlement Fund. Each Plaintiff and Settlement Class
20 Member shall be solely responsible for the federal, state, and local tax consequences to him, her,
21 or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

22 2.7. The Settlement Administrator will pay or cause to be paid the following:
23 (a) Approved Claims for benefits submitted by Settlement Class Members pursuant to Section 2.9
24 below; (b) the Notice and Other Administrative Costs actually incurred by the Settlement
25 Administrator as described in Section 4 below; (c) any Fee Award, as may be ordered by the Court
26 and as described in Section 8.1 below; and (d) any incentive awards to Doe I and II, as may be
27 ordered by the Court and as described in Section 8.3 below.

1 2.8. Schedule of Payments: The Settlement Administrator will make payments in
2 accordance with the following schedule:

3 (a) *Notice and Other Administrative Costs.* Amounts for Notice and Other
4 Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced and
5 become due and owing.

6 (b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to
7 be paid as described at Section 8.1, below.

8 (c) *Incentive Awards.* Amounts equal to Plaintiffs' incentive awards as ordered
9 by the Court, to be paid as described at Section 8.3, below.

10 (d) *Payment of Valid Approved Claims.* An amount equal to a pro rata share of
11 the Net Settlement Fund for each Approved Claim, not to exceed \$90.00 per Claim, which amount
12 is to be paid one hundred twenty (120) days after the Final Judgment.

13 (e) *Payment of Cy Pres Donation.* Any residual funds remaining in the Net
14 Settlement Fund after administration of the Settlement Agreement will be donated pursuant to
15 Section 2.13 below.

16 2.9. Claims Process: Each Settlement Class Member will be entitled to submit a Claim
17 Form for a payment, consistent with this section and as determined by the Court.

18 (a) *Payment.* Each Settlement Class member may complete and submit a single
19 Claim Form that will, if valid and approved by the Settlement Administrator, entitle him or her to
20 a payment of a pro rata share of the Net Settlement Fund, not to exceed Ninety Dollars (\$90.00).

21 (b) *Method of Payment.* Each Settlement Class Member may choose to receive
22 his or her payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default
23 payment method if a Settlement Class Member does not state a preferred method of payment.

24 (c) *Timing of Payment.* Payments for Approved Claims will be paid one
25 hundred twenty (120) days after the Effective Date.

26 2.10. Proof of Claim: A maximum of one Claim, submitted on a single Claim Form, may
27 be submitted by and/or approved by the Settlement Administrator for each Settlement Class
28 Member.

2.11. Review of Claims: The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of this Agreement, or is submitted after the Claims Deadline.

2.12. Payment Benefit – Uncleared Checks: Those Settlement Class Members whose payment checks are not cleared within one hundred eighty (180) days after issuance will have their checks voided and will be ineligible to receive a payment settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members.

2.13. Cy Pres Donation: As further consideration received by the Settlement Class Members, any residual funds remaining in the Net Settlement Fund after administration of the Settlement Agreement will be divided evenly and donated as *cy pres* to Privacy Rights Clearinghouse and the AHIMA Foundation, which are both non-sectarian, not-for-profit organizations; or, if either Privacy Rights Clearinghouse or the AHIMA Foundation does not provide the required declaration or is not approved by the Court as a *cy pres* recipient, another non-sectarian, not-for-profit organization recommended by the Parties and approved by the Court. The donation to Privacy Rights Clearinghouse will be contingent on submission of a declaration by it that any funds received by Privacy Rights Clearinghouse will be used exclusively for its California state-wide advocacy work related to data privacy, and will not be used to fund litigation. The donation to the AHIMA Foundation will be contingent on submission of a declaration by it that any funds received by AHIMA Foundation will be used exclusively for its work on promoting digital health literacy and will not be used to fund litigation. Neither Class Counsel nor Defendant's Counsel has any personal interest in Privacy Rights Clearinghouse, or the AHIMA Foundation.

ARTICLE III

(Release)

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

1 3.2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
2 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
4 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
5 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently
6 barred from filing, commencing, prosecuting, intervening in, or participating (as a class member
7 or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than
8 participation in the Settlement as provided herein) against any Released Party based on the
9 Released Claims.

10 3.3. Additionally, upon the Effective Date, Doe I and II each expressly shall have
11 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
12 of § 1542 of the California Civil Code, which provides as follows:

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

19 3.4. Upon the Effective Date, Doe I and II each expressly shall have waived any and all
20 provisions, rights and benefits conferred by any law of any state or territory of the United States,
21 or principle of common law, or the law of any jurisdiction outside of the United States, which is
22 similar, comparable or equivalent to § 1542 of the California Civil Code. Doe I and II each
23 acknowledge that she may discover facts in addition to or different from those that she now knows
24 or believes to be true with respect to the subject matter of this release, but that it is her intention to
25 finally and forever settle and release the Released Claims, including any Unknown Claims she
26 may have, as that term is defined in this Paragraph. Doe I and II each acknowledge that the
27 foregoing waiver is a material element of the Settlement Agreement of which this release is a part.
28 For the avoidance of doubt, the Parties expressly acknowledge that Doe I and II are not waiving
their rights under § 1542 of the California Civil Code or any other related law or provision as
referenced in this Paragraph for unknown claims that are not encompassed by the definition of

1 Released Claims, e.g., that are wholly factually unrelated to use of Google Analytics, the Meta
2 pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or
3 advertising technologies on the Released Parties' respective websites, web domains, webpages, or
4 portals.

5 ARTICLE IV

6 (Notice to the Settlement Class)

7 4.1. The Notice Plan shall consist of the following:

8 (a) *Settlement Class List.* Contingent on the Settlement Administrator having
9 signed a Business Associate Agreement that is acceptable to Defendant, and the Court having
10 entered its Order granting Preliminary Approval of this Agreement, no later than fourteen (14)
11 days after the entry of the Preliminary Approval Order, Defendant shall produce to the Settlement
12 Administrator an electronic list from its records that includes the full names, email addresses (if
13 known), and last known U.S. Mail addresses, to the extent available, belonging to Persons within
14 the Settlement Class. The Court's Order granting Preliminary Approval of this Agreement and
15 Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement
16 Class to disclose this information to the Settlement Administrator. This electronic document shall
17 be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel
18 shall not receive nor be entitled to access the Class List, and may not send advertisements,
19 solicitations, or communications based on the Class List to the Settlement Class Members.

20 (b) *Direct Notice.* In the event that the Court preliminarily approves the
21 Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email
22 substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to
23 all Settlement Class Members for whom a valid email address is available in the Class List. In the
24 event transmission of email notice results in any "bounce-backs," the Settlement Administrator
25 shall, where reasonable: (i) for any email notice for which a bounce code is received indicating
26 that the message was undeliverable for reasons such as an inactive or disabled account, the
27 recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts will be
28

1 made to deliver the notice by email, and (ii) send Notice substantially in the form attached as
2 Exhibit C via First Class U.S. Mail.

3 (c) *Update Addresses.* Before mailing any Notice, the Settlement Administrator
4 will update the U.S. mail addresses of individuals on the Class List using the National Change of
5 Address database and other available resources deemed suitable by the Settlement Administrator.
6 The Settlement Administrator shall take all reasonable steps to obtain the correct address of any
7 Settlement Class Member for whom Notice is returned by the U.S. Postal Service as undeliverable
8 and will attempt re-mailings. Remailings will not continue past the opt out deadline.

9 (d) *Reminder Notice.* Both thirty (30) and seven (7) days before the Claims
10 Deadline, the Settlement Administrator shall again send Notice via email substantially in the form
11 attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder
12 email rather than an initial notice), along with an electronic link to the Claim Form, to all
13 Settlement Class Members for whom a valid email address is available in the Class List. Such
14 reminder notice need not be sent to those who already submitted a Claim Form or Request for
15 Exclusion.

16 (e) *Settlement Website.* No later than one (1) day before the Notice Date, Notice
17 shall be provided on a website at www.SutterAnalyticsSettlement.com which shall be
18 administered and maintained by the Settlement Administrator and shall include the ability to file
19 Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the
20 form of Exhibit D hereto. The Settlement Website shall be updated to include copies of key
21 documents, including the Court's Order Granting Preliminary Approval and, if and when
22 available, the Court's Order Granting Final Approval, the Court's Order Granting Fees and Costs,
23 and the Notice of Entry of Final Judgment.

24 4.2. The Notice shall advise the Settlement Class of their rights, including the right to
25 be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall
26 specify that any objection to the Settlement Agreement, and any papers submitted in support of
27 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before
28 the Objection Deadline approved by the Court and specified in the Notice, the Person making the

1 objection: (a) files copies of such papers he or she proposes to be submitted at the Final Approval
2 Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member
3 represented by counsel, files any objection through the Court's electronic filing system; and
4 (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and
5 Defendant's Counsel. The Notice will also provide that copies of orders entered by the Court and
6 the Notice of Entry of Final Judgment will be posted on and available through the Settlement
7 Website.

8 4.3. Any Settlement Class Member who intends to object to this Agreement must
9 present the objection in writing, which must be personally signed by the objector, and must
10 include: (1) the objector's name and address; (2) an explanation of the basis upon which the
11 objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all
12 citations to legal authority and evidence supporting the objection; (4) the name and contact
13 information of any and all attorneys representing, advising, or in any way assisting the objector in
14 connection with the preparation or submission of the objection or who may profit from the pursuit
15 of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector
16 intends to appear at the Final Approval Hearing (either personally or through counsel who files an
17 appearance with the Court in accordance with the Local Rules).

18 4.4. If a Settlement Class Member or any of the Objecting Attorneys has objected to
19 any class action settlement where the objector or the Objecting Attorneys asked for or received
20 any payment in exchange for dismissal of the objection, or any related appeal, without any
21 modification to the settlement, then the objection must include a statement identifying each such
22 case by full case caption and amount of payment received.

23 4.5. A Settlement Class Member may request to be excluded from the Settlement Class
24 by sending a written request postmarked on or before the Exclusion Deadline approved by the
25 Court and specified in the Notice. To exercise the right to be excluded, a Person who otherwise
26 would be in the Settlement Class must timely send a written request for exclusion to the
27 Settlement Administrator as specified in the Notice, providing his/her name and address, a
28 signature, the name and number of the case, and a statement that he or she wishes to be excluded

1 from the Settlement Class for purposes of this Settlement. A request to be excluded that does not
2 include all of this information, or that is sent to an address other than that designated in the Notice,
3 or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such
4 a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class
5 Member by this Agreement, if this Agreement is approved. Any member of the Settlement Class
6 who validly elects to be excluded from this Agreement shall not: (a) be bound by any orders or the
7 Final Judgment; (b) be entitled to relief under this Settlement Agreement; (c) gain any rights by
8 virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. The request
9 for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or
10 “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or
11 received by the Exclusion Deadline specified in the Notice.

12 4.6. The Final Approval Hearing shall be no earlier than ninety (90) days after the
13 Notice described in Paragraph 4.1 is provided.

14 4.7. Any Settlement Class Member who does not file a valid Claim Form, shall not be
15 entitled to receive any payment pursuant to this Agreement, but will otherwise be bound by all of
16 the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action
17 and the Releases provided for in the Agreement, and will be barred from bringing any action
18 against any of the Released Parties concerning the Released Claims.

19 4.8. No Person shall have any claim against the Defendant, Defendant’s Counsel, and/or
20 Defendant’s insurers based on distributions of benefits to Settlement Class Members.

21 4.9. No public statements will be made about the Settlement by Class Counsel, the
22 Class Representatives, Defendant, or Defendant’s Counsel, except that if they are asked about the
23 Settlement, they will provide the following response: “Without any admission of liability or fault,
24 Sutter Health and Plaintiffs have reached an amicable settlement in the *Doe v. Sutter Health* case.
25 Further information can be found at the following website—www.
26 SutterAnalyticsSettlement.com—and/or obtained from the Settlement Administrator.”
27
28

1 ARTICLE V

2 (Settlement Administration)

3 5.1. The Settlement Administrator shall, under the supervision of the Court, administer
4 this Settlement Agreement, including payment of taxes and processing Claim Forms in a rational,
5 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain
6 reasonably detailed records of its activities under this Agreement. The Settlement Administrator
7 shall maintain all such records as are required by applicable law in accordance with its normal
8 business practices and consistent with the terms of the Settlement Administrator's Business
9 Associate Agreement with Defendant. The Settlement Administrator shall provide reports and
10 other information to the Court as the Court may require. The Settlement Administrator shall
11 provide Class Counsel and Defendant's Counsel with information concerning Notice,
12 administration, and implementation of the Settlement Agreement, but without disclosing the Class
13 List or otherwise personally identifying any Settlement Class Member who has not otherwise
14 identified themselves. Should the Court request, the Parties shall submit a timely report to the
15 Court summarizing the work performed by the Settlement Administrator, including a report of all
16 amounts paid to Settlement Class Members on account of Approved Claims and any amounts paid
17 to the Court approved cy pres recipient(s). Without limiting the foregoing, the Settlement
18 Administrator shall:

19 (a) Receive requests to be excluded from the Settlement Class and other
20 requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the
21 Settlement Administrator receives any exclusion forms or other requests after the deadline for the
22 submission of such forms and/or requests, the Settlement Administrator shall promptly provide
23 copies thereof to Class Counsel and Defendant's Counsel; and

24 (b) Provide weekly reports to Class Counsel and Defendant's Counsel,
25 including without limitation, reports regarding the number of Claim Forms received, the number
26 approved by the Settlement Administrator, and the categorization and description of Claim Forms
27 rejected, in whole or in part, by the Settlement Administrator.
28

5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Epiq shall not be required to send such notice where such Claim Form is being rejected on the basis of it being a fraudulent claim and Counsel for the Parties agree.

5.3. Class Counsel and Defendant's Counsel may meet and confer to resolve any denied Claims. If Class Counsel and Defendant's Counsel jointly recommend payment of the rejected Claim, then Defendants' Counsel shall inform the Settlement Administrator to pay said Claim. If Class Counsel and Defendant's Counsel disagree as to whether a Claim should be paid, they shall so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall make a final determination as to whether the Claim shall be paid.

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

5.5. The Settlement Administrator will pay any taxes owed due to the Settlement Fund from the Settlement Fund.

5.6. The Settlement Administrator will pay any residual funds in the Settlement Fund to the Court approved cy pres recipient(s).

ARTICLE VI

(Termination of Settlement)

6.1. Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within

twenty-one (21) days of any of the following events: (a) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (b) the Court's refusal to grant final approval of this Agreement in any material respect; (c) the Court's refusal to enter the Final Judgment in this Action in any material respect; (d) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeal or the Supreme Court; or (e) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Court of Appeal or the Supreme Court.

6.2. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days if more than an agreed upon number of the total Settlement Class Members exercise their right to opt out of the Settlement. Such number will be set forth in a separate, signed document by the Parties and is part of this Agreement and the Parties will confidentially advise the Court of this part of the Agreement.

6.3. The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the incentive awards set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or incentive awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

ARTICLE VII

(Preliminary Approval Order and Final Approval Order)

7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without

1 further approval from the Court, to agree to and adopt such amendments, modifications and
2 expansions of the Settlement Agreement and its implementing documents (including all exhibits to
3 this Agreement) so long as they are consistent in all material respects with the terms of the
4 Settlement Agreement and do not limit or impair the rights of the Settlement Class. Class Counsel
5 will provide a draft of their motion for Preliminary Approval of the Settlement Agreement to
6 Defendant's counsel at least four days before filing such motion and will consider Defendant's
7 comments on such motion before filing it.

8 7.2. Defendant's agreement as to certification of the Settlement Class is solely for
9 purposes of effectuating the Settlement and no other purpose. Defendant retains all of its
10 objections, arguments, and defenses with respect to class certification and any other issue, and
11 reserve all rights to contest class certification and any other issue if the Settlement set out in this
12 Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's
13 approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if
14 the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The
15 Parties acknowledge that there has been no stipulation to any classes or certification of any classes
16 for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this
17 Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on
18 appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth
19 in this Settlement Agreement otherwise fails to become effective, this agreement as to certification
20 of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any
21 other settlement-related statement may not be cited regarding certification of the Class, or in
22 support of an argument for certifying any class for any purpose related to this Action or any other
23 proceeding.

24 7.3. At the time of the submission of this Agreement to the Court as described above,
25 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing
26 and approve the settlement of the Action as set forth herein.

27 7.4. After Notice is given, the Parties shall request and seek to obtain from the Court a
28 Final Judgment, which will (among other things):

1 (a) find that the Court has personal jurisdiction over all Settlement Class
2 Members and that the Court has subject matter jurisdiction to approve the Agreement, including
3 all exhibits thereto;

4 (b) approve the Settlement Agreement and the proposed settlement as fair,
5 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
6 the Parties and their counsel to implement and consummate the Agreement according to its terms
7 and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive
8 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of
9 Plaintiffs and Releasing Parties;

10 (c) find that the Notice Plan implemented pursuant to the Agreement:
11 (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is
12 reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of
13 the Action, their right to object to or exclude themselves from the proposed Agreement, and to
14 appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and
15 sufficient notice to all persons entitled to receive notice; (iv) meets all applicable requirements of
16 the laws of California, the Due Process Clauses of the United States and California Constitutions,
17 and the rules of the Court; and (v) that Notice of Entry of the Court's Order Granting Final
18 Approval, Order Awarding Fees and Costs, and/or Final Judgment via the Settlement Website is
19 reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive
20 notice thereof and begins the accrual of the respective time period for any appeal, notice of appeal,
21 motion to vacate, notice of intention to move to vacate, or other motion or other filing;

22 (d) find that the Class Representatives and Class Counsel adequately represent
23 the Settlement Class for purposes of entering into and implementing the Agreement;

24 (e) dismiss the Action (including all individual claims and Settlement Class
25 Claims presented thereby) on the merits and with prejudice, without fees or costs to any party
26 except as provided in the Settlement Agreement;

27 (f) incorporate the Release set forth above, make the Release effective as of the
28 date of the Effective Date, and forever discharge the Released Parties as set forth herein;

1 (g) permanently bar all Settlement Class Members who have not been properly
2 excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening
3 in, or participating (as class members or otherwise) in, any lawsuit or other action in any
4 jurisdiction based on the Released Claims;

5 (h) without affecting the finality of the Final Judgment for purposes of appeal,
6 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and
7 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
8 purpose; and

9 (i) incorporate any other provisions, as the Court deems necessary and just.

10 ARTICLE VIII

11 (Class Counsel Attorneys' Fees Award and Reimbursement of Expenses; Incentive Awards)

12 8.1. Class Counsel will move the Court for a Fee Award. Defendant agrees to not object
13 to or otherwise challenge, directly or indirectly, the amount sought in Class Counsel's motion for
14 reasonable attorneys' fees if the amount does not exceed \$7,095,000 (33% of the total monetary
15 settlement), though Defendant reserves the right to file a response limited to addressing any
16 assertions about its alleged conduct addressed in the Action. Class Counsel, in turn, agrees to seek
17 no more than the amount set forth in this Paragraph from the Court in attorneys' fees. Class
18 Counsel will also move for reimbursement of costs and expenses. The motion for fees and costs
19 will be filed sixty (60) days after entry of the Preliminary Approval Order. Class Counsel will
20 provide a draft of their motion for a Fee Award to Defendant's counsel at least four days before
21 filing such motion and will consider Defendant's comments on such motion before filing it.

22 8.2. The Fee Award shall be payable within ten (10) days after receipt of the balance of
23 the Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No
24 Cents (\$21,250,000.00), by the Settlement Administrator as set forth in Section 2.1, provided all
25 payment routing information and tax I.D. numbers for Class Counsel have been provided.
26 Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to
27 Class Counsel in accordance with the instructions to be provided by Class Counsel, after
28 completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

8.3. Subject to Court approval, the Class Representatives may each be paid an incentive award by Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. The Class Representatives may each request an incentive award of up to \$10,000. Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the incentive awards to the Class Representatives if limited to these amounts. Class Counsel, in turn, agrees to seek no more than these amounts from the Court as incentive awards for the Class Representatives. Such awards will be paid by the Settlement Administrator within ten (10) days after receipt of the balance of the Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No Cents (\$21,250,000.00), by the Settlement Administrator as set forth in Section 2.1. Payment of the incentive awards shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel.

ARTICLE IX

(Conditions of Settlement, Effect of Disapproval, Cancellation or Termination)

9.1. The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2. If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Representatives, Class Counsel, and Defendant mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement including, but not limited to, any calculation of the five-year rule. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into.

ARTICLE X

(Miscellaneous Provisions)

10.1. The Parties: (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

1 10.2. The Parties intend this Settlement Agreement to be a final and complete resolution
2 of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement
3 Class and each or any of them, on the one hand, against the Released Parties, and each or any of
4 the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum
5 that the Action was brought by Plaintiffs or defended by Defendants, or each or any of them, in
6 bad faith or without a reasonable basis.

7 10.3. The Parties have relied upon the advice and representation of counsel, selected by
8 them, concerning their respective legal liability for the claims hereby released. The Parties have
9 read and understand fully the above and foregoing agreement and have been fully advised as to the
10 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11 10.4. Whether or not the Effective Date occurs, or the Settlement Agreement is
12 terminated, neither this Agreement nor the Settlement contained herein, nor any act performed, or
13 document executed pursuant to or in furtherance of this Agreement or the settlement:

14 (a) is, may be deemed, or shall be used, offered or received against the
15 Released Parties, or each or any of them, as an admission, concession or evidence of, the validity
16 of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense
17 that has been or could have been asserted in the Action, the violation of any law or statute, the
18 reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability,
19 negligence, or fault of the Released Parties, or any of them;

20 (b) is, may be deemed, or shall be used, offered or received against Defendants,
21 as an admission, concession or evidence of any fault, misrepresentation or omission with respect
22 to any statement or written document approved or made by the Released Parties, or any of them;

23 (c) is, may be deemed, or shall be used, offered or received against the
24 Released Parties, or each or any of them, as an admission or concession with respect to any
25 liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or
26 administrative proceeding in any court, administrative agency or other tribunal. However, the
27 Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of
28 or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be

1 necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is
2 approved by the Court, any Party or any of the Released Parties may file this Agreement and/or
3 the Final Judgment in any action that may be brought against such Party or Parties in order to
4 support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,
5 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim;

7 (d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement
8 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
9 of them, as an admission or concession that the consideration to be given hereunder represents an
10 amount equal to, less than or greater than that amount that could have or would have been
11 recovered after trial; and

12 (e) is, may be deemed, or shall be construed as or received in evidence as an
13 admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and
14 any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims
15 are with or without merit or that damages recoverable in the Action would have exceeded or
16 would have been less than any particular amount.

17 10.5. The headings used herein are used for the purpose of convenience only and are not
18 meant to have legal effect.

19 10.6. The waiver by one Party of any breach of this Agreement by any other Party shall
20 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

21 10.7. All of the Exhibits to this Agreement are material and integral parts thereof and are
22 fully incorporated herein by this reference.

23 10.8. This Agreement and its Exhibits set forth the entire agreement and understanding
24 of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
25 agreements, arrangements and undertakings with respect to the matters set forth herein. No
26 representations, warranties or inducements have been made to any Party concerning this
27 Settlement Agreement or its Exhibits other than the representations, warranties and covenants
28 contained and memorialized in such documents. This Agreement may be amended or modified

1 only by a written instrument signed by or on behalf of all Parties or their respective successors- in-
2 interest.

3 10.9. Except as otherwise provided herein, each Party shall bear its own costs and
4 attorney's fees.

5 10.10. Plaintiffs represent and warrant that they have not assigned any claim or right or
6 interest therein as against the Released Parties to any other Person or Party and that they are fully
7 entitled to release the same.

8 10.11. Each counsel or other Person executing this Settlement Agreement, any of its
9 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
10 represents that such Person has the full authority to do so and has the authority to take appropriate
11 action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class
12 Counsel in particular warrants that they are authorized to execute this Settlement Agreement as to
13 form on behalf of Doe I and II and the Settlement Class (subject to final approval by the Court
14 after notice to all Settlement Class Members), and that all actions necessary for the execution of
15 this Settlement Agreement have been taken.

16 10.12. This Agreement may be executed in one or more counterparts. Signature by digital
17 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
18 executed counterparts and each of them shall be deemed to be one and the same instrument. A
19 complete set of original executed counterparts shall be filed with the Court if the Court so
20 requests.

21 10.13. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
22 successors and assigns of the Parties hereto and the Released Parties.

23 10.14. The Court shall retain jurisdiction with respect to implementation and enforcement
24 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
25 purposes of implementing and enforcing the Settlement embodied in this Agreement.

26 10.15. This Settlement Agreement shall be governed by and construed in accordance with
27 the laws of the State of California.

28

10.16. This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.17. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Jeffrey A. Koncius, KIESEL LAW LLP, 8648 Wilshire Boulevard, Beverly Hills, CA 90211-2910; Jay Barnes, SIMMONS HANLY CONROY LLP, One Court Street, Alton, IL 62002; and Michael D. Abraham and Stephen C. Steinberg, BARTKO PAVIA LLP, 1100 Sansome Street, San Francisco, California 94111.

[Remainder of Page Intentionally Left Blank]

1 AGREED TO BY THE PARTIES:

2 DATED: 10/01/2025

JANE DOE I

3 *Jane Doe I*

4 Jane Doe I, individually and as representative of
5 the Class

6 DATED:

JANE DOE II

7
8 Jane Doe II, individually and as representative of
9 the Class

10 DATED:

SUTTER HEALTH

11
12 By:

13 Jonathan Ma, Chief Financial Officer

14
15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED:

KIESEL LAW LLP

17
18 By:

19 Jeffrey A. Koncius
Attorneys for Plaintiffs

20 DATED:

SIMMONS HANLY CONROY LLP

21
22 By:

23 Jay Barnes
Attorneys for Plaintiffs

24 DATED:

BARTKO PAVIA LLP

25
26 By:

27 Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: 09/30/2025 JANE DOE II

7

8

Jane Doe II

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22

By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24 DATED: _____ BARTKO PAVIA LLP

25

26

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: 10/1/2025 SUTTER HEALTH

11

12

Signed by:
By: Jonathan Ma
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22

By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24 DATED: October 1, 2025 BARTKO PAVIA LLP

25

26

By: Michael D. Abraham
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: 10/1/2025 KIESEL LAW LLP

17

By:  _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

18

19

20 DATED: _____ SIMMONS HANLY CONROY LLP

21

22

By: _____
Jay Barnes
Attorneys for Plaintiffs

23

24

25

26

27

28

DATED: _____ BARTKO PAVIA LLP

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

1 AGREED TO BY THE PARTIES:

2 DATED: _____ JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: _____ JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: _____ SUTTER HEALTH

11

12

By: _____
Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

16 DATED: _____ KIESEL LAW LLP

17

18

By: _____
Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: 10/01/2025

SIMMONS HANLY CONROY LLP

21

By: *Jay Barnes*

Jay Barnes
Attorneys for Plaintiffs

22

23

24 DATED: _____ BARTKO PAVIA LLP

25

26

By: _____
Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

EXHIBIT “A”

Jane Doe I and Jane Doe II, et al. v. Sutter Health
In the Superior Court of California County of Sacramento, Case No. 34-2019-00258072
Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before Month DD, 20YY, or submitted online by Month DD, 20YY.

Please read the full notice of this settlement (available at www.SutterAnalyticsSettlement.com) carefully before filling out this Claim Form. To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit a claim at www.SutterAnalyticsSettlement.com.

MAIL: Sutter Health Analytics Litigation
Settlement Administrator
P.O. Box XXXX
Portland, OR 972XX-XXXX

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	MI	LAST NAME
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 20px;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
ADDRESS		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
CITY	STATE	ZIP CODE
<div style="border: 1px solid black; height: 20px; width: 60%;"></div>	<div style="border: 1px solid black; height: 20px; width: 10%;"></div>	<div style="border: 1px solid black; height: 20px; width: 30%;"></div>
EMAIL ADDRESS		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
UNIQUE NOTICE ID		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

POTENTIAL CASH PAYMENT: You may be eligible to receive a cash payment of a pro rata share of the available settlement funds not to exceed Ninety Dollars (\$90.00) if you logged into Sutter Health's MyHealthOnline portal for purposes of addressing your health from June 10, 2015, through March 20, 2020.

Your cash payment will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Venmo	<input type="checkbox"/>	Venmo Username:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
PayPal	<input type="checkbox"/>	PayPal Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Zelle	<input type="checkbox"/>	Zelle Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

PART TWO: ATTESTATION

I affirm under the laws of the United States of America and the State of California that between June 10, 2015, through March 20, 2020, I logged into Sutter Health's MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court.

<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	DATE: <div style="border: 1px solid black; display: inline-block; width: 30px; height: 20px; text-align: center;">MM</div> - <div style="border: 1px solid black; display: inline-block; width: 30px; height: 20px; text-align: center;">DD</div> - <div style="border: 1px solid black; display: inline-block; width: 60px; height: 20px; text-align: center;">YYYY</div>
SIGNATURE	

Please keep a copy of your Claim Form for your records.

Questions? Go to www.SutterAnalyticsSettlement.com or call 1-xxx-xxx-xxxx

EXHIBIT “B”

From: EMAIL ADDRESS
To: EMAIL ADDRESS
Re: Court Ordered Notice of Class Action Settlement

<<Unique ID>> <<PIN>>

Jane Doe I and Jane Doe II v. Sutter Health, Case No. 34-2019-00258072
Superior Court of California, County of Sacramento

If you were a California resident when you logged into your Sutter Health MyHealthOnline portal between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

You can learn more at: www.SutterAnalyticsSettlement.com or file a Claim Form [here](#).

A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to participate, opt out, object, or do nothing.

Am I a Settlement Class Member? Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

What Can I Get? If you are a Settlement Class Member, you are eligible to submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund, not to exceed to \$90.

Other Payments. The Settlement Fund will also be used to pay the notice and administration expenses (estimated to be between \$385,000 and \$445,000), approved attorneys’ fees and costs (Class Counsel may request up to \$7,095,000 in fees plus reimbursement of costs and expenses estimated to be \$208,990.21), Incentive Awards (Class Representatives may each request up to \$10,000), and timely and valid Claims.

Cy Pres Distribution of the Residual Settlement Funds. Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

How Do I Get a Payment? You must submit a timely and valid Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

What are My Other Options? If you do not want to be bound by the Settlement, you must opt-out, **postmarked by MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the legal claims covered by the releases. These releases, described in more detail in Article III and the definitions in Article I of the Settlement Agreement, will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties' respective websites, web domains, webpages, or portals. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement and any judgments and orders.

Who Represents Me? The Court has appointed lawyers to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement and How To Obtain Additional Information? The Court will hold the Final Approval Hearing at **9:00 a.m. on February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so. After entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website www.SutterAnalyticsSettlement.com.

This notice is a summary. Learn more [here](#) or call toll-free at 1-XXX-XXX-XXXX.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web:
www.SutterAnalyticsSettlement.com

EXHIBIT “C”

Sutter Health Analytics Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Jane Doe I and Jane Doe II, et al. v. Sutter Health,
Case No. 34-2019-00258072-CU-BT-GDS,
Superior Court of California, Sacramento County

**If you were a California resident when
you logged into your own Sutter Health
MyHealthOnline portal account
between June 10, 2015, and March 20,
2020, for purposes related to your own
healthcare, you may be entitled to a
cash payment from a Settlement.**

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

**Si desea recibir esta notificación en español,
llámenos o visite nuestra página web:
www.SutterAnalyticsSettlement.com**

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A settlement has been reached in a class action lawsuit involving claims that Sutter Health (“Defendant”) disclosed patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of its use of third-party tracking technologies on certain webpages, including the login webpage for its MyHealthOnline portal (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Sutter Health denies the claims and any wrongdoing or liability, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

Am I a Settlement Class Member? Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

What Can I Get? If you are a Settlement Class Member, you are eligible to submit a Claim Form, which if timely and valid, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90. The Settlement Fund will be used to pay notice and administrative expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

How Do I Get a Payment? You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

What are My Other Options? If you do not want to be bound by the Settlement, you must opt-out in writing, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the covered claims. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement, any orders and Final Judgment.

Who Represents Me? The Court appointed lawyers to represent the Settlement Class, called Class Counsel. You will not be charged for these lawyers. You may hire your own lawyer in this lawsuit at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on **February 27, 2026**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so.

This notice is a summary. Learn more at www.SutterAnalyticsSettlement.com, or call toll-free 1-XXX-XXX-XXXX.

<<UNIQUE ID>> <<PIN CODE>>

EXHIBIT “D”

If you were a California resident when you logged into your Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.
- You are included in the Settlement Class if you were a California resident at the time you logged into your Sutter Health MyHealthOnline portal account for purposes relating to your own healthcare from June 10, 2015, through March 20, 2020.
- If you are a Settlement Class Member, you are eligible to submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
EXCLUDE YOURSELF	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Postmarked by: MONTH DD, 20YY
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
DO NOTHING	Get no cash payment. Give up your legal rights to sue for claims covered by the releases in the Settlement Agreement	

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and costs, and Incentive Awards. Cash payments will not be provided unless the Court approves the Settlement.

Questions? Go to www.SutterAnalyticsSettlement.com or call 1-xxx-xxx-xxxx

Basic Information

1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this proposed class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento is overseeing this proposed class action. The lawsuit is called *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “lawsuit”). The people who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the entity being sued, Sutter Health, is the “Defendant.”

2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who allegedly have similar claims. In a class action, one court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

3. What is this lawsuit about?

Plaintiffs allege that Sutter Health violated the California Invasion of Privacy Act (California’s wiretap law) and breached contractual obligations to its patients by disclosing patients’ PII and/or PHI to third parties like Facebook and Google, as a result of its use of third-party tracking, analytics, and/or advertising technologies on certain of its webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared).

Sutter Health denies Plaintiffs’ claims in the lawsuit, including but not limited to, denies that any patient information was shared with unauthorized third parties, denies any PII or PHI was shared with unauthorized third parties, denies that any violations or breach of any kind took place, and maintains that it did nothing wrong.

4. Why is there a Settlement?

Plaintiffs and Sutter Health do not agree about the claims in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Sutter Health. Instead, the Plaintiffs and Sutter Health have agreed to settle the lawsuit because of the settlement benefits available and the risks and uncertainty associated with continuing the lawsuit. The settlement does **NOT** mean that Sutter Health did anything wrong and there is no admission of any liability.

Who’s Included in the Settlement?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all individuals who were California residents at the time they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

6. Are there exceptions to being included in the Settlement?

Excluded from the Settlement Class are: (1) any Judge presiding over this lawsuit, any members of the Judge's respective staffs, and immediate members of the Judge's family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a settlement class member, you may go to www.SutterAnalyticsSettlement.com or call toll-free 1-XXX-XXX-XXXX.

The Settlement Benefits

8. What does the Settlement provide?

A \$21.5 million Settlement Fund will be established to pay costs of notice and administration for the Settlement (estimated to be between \$385,000 and \$445,000), Incentive Awards to the Class Representatives (each may request up to \$10,000), payment of Class Counsel's Attorneys' Fees Award (they may request up to \$7,095,000) and Reimbursement of Expenses (estimated to be \$208,990.21), and payment of claims.

If you are a Settlement Class Member, you can submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, entitles you to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

A detailed description of the Settlement benefits can be found in the Settlement Agreement at www.SutterAnalyticsSettlement.com.

9. How much will my cash payment be?

The actual monetary amount paid to each Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. Cash payments will not exceed \$90. Cash payments will not be provided to Settlement Class Members unless and until the Court approves the Settlement, and it becomes final.

10. When will I get my cash payment?

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final after any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle. All checks will expire and become void 180 days after they are issued.

How to Get Benefits

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a cash payment as described above. You must submit a Claim Form either online at www.SutterAnalyticsSettlement.com, by 11:59 p.m. PST on **MONTH**

DD, 20YY, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available on the Settlement Website at www.SutterAnalyticsSettlement.com or by calling 1-XXX-XXX-XXXX or by writing to:

Sutter Health Analytics Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

When filing a Claim Form you must provide the UniqueID located on the Notice you received by postcard or email. If you are unable to locate your UniqueID, please call - - .

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Sutter Health Analytics Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Remaining in the Settlement

13. What am I giving up to receive a cash payment or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about any of the alleged circumstances and issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

14. What are the Released Claims?

The Released Claims will cover any and all claims against the Released Parties reasonably related to any facts alleged in the Action regarding the alleged disclosure, use, interception, or transfer of information through use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java scripts, or other tracking, analytics, and/or advertising technologies on or involved with any of the Released Parties’ respective websites, web domains, webpages, or portals. The Released Claims and the Release are described in more detail in Article III and the definitions in Article I of the Settlement Agreement, so please read these sections carefully. The Settlement Agreement is available at www.SutterAnalyticsSettlement.com. If you have any questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

15. What happens if I do nothing at all?

If you do nothing, you will not get a cash payment from this Settlement. Additionally, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Parties for the Released Claims, unless you exclude yourself by opting-out of the Settlement.

The Lawyers Representing You

12. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeffrey A. Koncius and Nicole Ramirez Jones with the law firm Kiesel Law LLP, along with Jason “Jay” Barnes and Eric Johnson with the law firm Simmons Hanly Conroy LLP, as Class Counsel to represent you and the other Settlement Class Members for purposes of this Settlement only. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

13. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to \$7,095,000 of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve Incentive Awards for the Class Representatives of up to \$10,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses, and the Incentive Awards, will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses, and Incentive Awards, will be made available on the Settlement Website at www.SutterAnalyticsSettlement.com after it is filed with the Court.

Excluding Yourself from the Settlement

14. How do I opt-out of the Settlement?

To opt-out (exclude yourself) from the Settlement, you must mail a written request for exclusion, which includes the following information:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement in any form that indicates your intent to request to be excluded from the Settlement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Sutter Health Analytics Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of settlement class members or multiple settlement class members where the opt-out hasn’t been signed by each and every individual settlement class member will not be allowed.

15. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the claims being resolved by this Settlement and the Releases relating to the lawsuit will apply to you, and you will be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties for the claims being resolved by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

16. If I opt-out, can I get anything from this Settlement?

No. If you opt-out, you will not be entitled to receive a cash payment. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

Objecting to the Settlement

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court why you do not agree with all or any part of the Settlement.

To object in writing, you must file an objection with the Court by **MONTH DD, 20YY**, and serve on Class Counsel and Sutter Health's Counsel by hand, U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement Class Member;
- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak; and
- 7) If you or your lawyer has objected to any class action settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

File the objection with the Court and mail a copy to these two different places postmarked no later than **_____, 202_.**

Court	Class Counsel	Defendant's Counsel
Clerk of Court Sacramento Superior Court 720 9 th Street, Dept. 22 Sacramento, CA 95814	Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910	Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111

You can also appear and object at the Final Approval Hearing, regardless of whether you have submitted written objections.

18. What is the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

The Court's Final Approval Hearing

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

The Court will hold the Final Approval Hearing at 9:00 a.m. on **February 27, 2026**, before the Honorable Lauri A. Damrell in Dept. 22 at the Sacramento Superior Court, 720 9th Street, Sacramento, CA 95814. At the hearing, the Court will consider whether to give final approval based on the Settlement being fair, reasonable, adequate, and in the best interest of the Settlement Class; consider Class Counsel's request for attorneys' fees, costs, and expenses; and consider the request for Incentive Awards to the Class Representatives.

If there are objections that were filed by the deadline or made at the Final Approval Hearing, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.SutterAnalyticsSettlement.com to confirm the date and time of the Final Approval Hearing have not changed. After entry, copies of the Order Granting Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website.

20. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

You may attend the Final Approval Hearing remotely. If you wish to attend the Final Approval Hearing remotely, you can join via the Department's zoom link or phone number and provide the following access information for the appropriate Department in the Notice:

Department 22:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

21. May I speak at the Final Approval hearing?

Yes. You can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you may file a Notice of Intention to Appear and specifically include a statement whether you or your lawyer will appear at the Final Approval Hearing. Regardless of whether you file a Notice of Intention to Appear, the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak.

Getting More Information

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other related documents, including, but not limited to, after entry the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment, will be available at www.SutterAnalyticsSettlement.com. You may get additional information at www.SutterAnalyticsSettlement.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Sutter Health Analytics Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE.**