

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 Kaitlyn E. Fry, State Bar No. 350768
fry@kiesel.law
5 **KIESEL LAW LLP**
8648 Wilshire Boulevard
6 Beverly Hills, CA 90211-2910
Tel.: 310-854-4444 / Fax: 310-854-0812

7 An Truong [admitted Pro Hac Vice]
8 atruong@simmonsfirm.com
SIMMONS HANLY CONROY LLP
9 112 Madison Avenue, 7th Floor
New York, NY 10016
10 Tel.: 212-784-6400 / Fax: 212-213-5949

Jay Barnes [admitted Pro Hac Vice]
jaybarnes@simmonsfirm.com
SIMMONS HANLY CONROY LLP
One Court Street
Alton, IL 62002
Tel.: 618-259-2222

11 Attorneys for Plaintiffs JANE DOE I and JANE DOE II

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

19 Attorneys for Defendant SUTTER HEALTH

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SACRAMENTO

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

24 Plaintiffs,

25 v.

26 SUTTER HEALTH,

27 Defendant.
28

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15

16

17
18
19
20
21
22

23
24

25
26
27
28

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 any and all actual, potential, filed, known or unknown,
12 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,
13 rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive,
14 exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including
15 "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct,
16 individual or representative, of every nature and description whatsoever, whether based on state,
17 federal, local, statutory, or common law or any other law, rule or regulation, against Released
18 Parties, or any of them, arising out of any alleged facts, transactions, events, matters, occurrences,
19 acts, disclosures, statements, representations, omissions or failures to act regarding the alleged
20 disclosure, use, interception, or transfer of information of or related to the respective Settlement
21 Class Member through use of Google Analytics, the Meta pixel, cookies, pixels, web beacons,
22 java script, or other tracking, analytics, and/or advertising technologies, including without
23 limitation all claims that were brought or could have been brought in the Action by or on behalf of
24 any and all Releasing Parties relating to, concerning, or arising out of Released Parties' respective
25 use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java script,
26 and/or any other tracking, analytics, and/or advertising technologies, or the allegations, facts, or
27 circumstances described at any point of time 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 Upon the Effective Date, Doe I and II expressly shall have, and all other Releasing Parties shall be
18 deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished,
19 to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the
20 California Civil Code, which provides as follows:

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

27 Upon the Effective Date, Doe I and II expressly shall have, and all other Releasing Parties
28 also shall be deemed to have, and by operation of the Judgment shall have, waived any and
all provisions, rights and benefits conferred by any law of any state or territory of the
United States (including, without limitation, Montana Code Ann. § 28-1-1602; North

1 Dakota Cent. Code § 9- 13-02; and South Dakota Codified Laws § 20-7-11), or principle
2 of common law, or the law of any jurisdiction outside of the United States, which is
3 similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing
4 Parties acknowledge that they may discover facts in addition to or different from those that
5 they now know or believe to be true with respect to the subject matter of this release, but
6 that it is their intention to finally and forever settle and release the Released Claims,
7 notwithstanding any Unknown Claims they may have, as that term is defined in this
8 Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by
9 operation of the Judgment to have acknowledged, that the foregoing waiver is a material
10 element of the Settlement Agreement of which this release is a part. For the avoidance of
11 doubt, the Parties expressly acknowledge that no Class Member is waiving their rights
12 under § 1542 of the California Civil Code or any other related law or provision as
13 referenced in this Paragraph for unknown claims that are not encompassed by the
14 definition of Released Claims, e.g., that are wholly unrelated to use of Google Analytics,
15 the Meta pixel, cookies, pixels, web beacons, java script, or other tracking, analytics,
16 and/or advertising technologies.

17 ARTICLE II

18 (Settlement Relief)

19 2.1. Creation of the Settlement Fund: Defendant agrees that it will make a total,
20 combined payment of twenty-one million five hundred thousand dollars and no cents
21 (\$21,500,000.00) and deposit that payment into the Settlement Fund as follows: (a) Defendant
22 shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the
23 Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order, which
24 shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the
25 Final Approval Order and Final Judgment, and (b) Defendant shall pay the balance of the
26 Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No Cents
27 (\$21,250,000.00), thirty (30) Days after the Effective Date. For the avoidance of doubt, and for
28 purposes of this Settlement Agreement only, Defendant's and its insurers' total obligation to pay

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

10 2.2. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an
11 appropriate trust account established by the Settlement Administrator but shall remain subject to
12 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed
13 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this
14 Agreement is voided, terminated, or cancelled. In the event this Agreement is voided, terminated,
15 or cancelled due to lack of approval from the Court or any other reason: (a) the Plaintiffs and Class
16 Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that
17 have been paid or incurred in accordance with the terms and conditions of this Agreement; (b) any
18 amounts remaining in the Settlement Fund after payment of Notice and Claims Administration
19 Costs paid or incurred in accordance with the terms and conditions of this Agreement, including
20 all interest earned on the Settlement Fund net of any taxes, shall be returned to Sutter Health; and
21 (c) no other Person shall have any further claim whatsoever to such amounts.

22 2.3. Use of the Settlement Fund: As further described in this Agreement, the Settlement
23 Fund shall be used by the Settlement Administrator to pay for: (a) reasonable Notice and Claims
24 Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties
25 and approved by the Court; (b) any Incentive Awards approved by the Court; (c) any Fee and Cost
26 Award as approved by the Court; and (d) any benefits to Settlement Class Members, pursuant to
27 the terms and conditions of this Agreement.

28

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.

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

ARTICLE IV

(Notice to the Settlement Class)

4.1. The Notice Plan shall consist of the following:

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

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the

1 event transmission of email notice results in any “bounce-backs,” the Settlement Administrator
2 shall, where reasonable: (i) for any email notice for which a bounce code is received indicating
3 that the message was undeliverable for reasons such as an inactive or disabled account, the
4 recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts will be
5 made to deliver the notice by email, and (ii) send Notice substantially in the form attached as
6 Exhibit C via First Class U.S. Mail.

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

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

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

1 4.2. The Notice shall advise the Settlement Class of their rights, including the right to
2 be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall
3 specify that any objection to the Settlement Agreement, and any papers submitted in support of
4 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before
5 the Objection Deadline approved by the Court and specified in the Notice, the Person making the
6 objection: (a) files copies of such papers he or she proposes to be submitted at the Final Approval
7 Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member
8 represented by counsel, files any objection through the Court's electronic filing system; and
9 (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and
10 Defendant's Counsel. The Notice will also provide that copies of orders entered by the Court and
11 the Notice of Entry of Final Judgment will be posted on and available through the Settlement
12 Website.

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

23 4.4. If a Settlement Class Member or any of the Objecting Attorneys has objected to
24 any class action settlement where the objector or the Objecting Attorneys asked for or received
25 any payment in exchange for dismissal of the objection, or any related appeal, without any
26 modification to the settlement, then the objection must include a statement identifying each such
27 case by full case caption and amount of payment received.
28

1 4.5. A Settlement Class Member may request to be excluded from the Settlement Class
2 by sending a written request postmarked on or before the Exclusion Deadline approved by the
3 Court and specified in the Notice. To exercise the right to be excluded, a Person who otherwise
4 would be in the Settlement Class must timely send a written request for exclusion to the
5 Settlement Administrator as specified in the Notice, providing his/her name and address, a
6 signature, the name and number of the case, and a statement that he or she wishes to be excluded
7 from the Settlement Class for purposes of this Settlement. A request to be excluded that does not
8 include all of this information, or that is sent to an address other than that designated in the Notice,
9 or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such
10 a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class
11 Member by this Agreement, if this Agreement is approved. Any member of the Settlement Class
12 who validly elects to be excluded from this Agreement shall not: (a) be bound by any orders or the
13 Final Judgment; (b) be entitled to relief under this Settlement Agreement; (c) gain any rights by
14 virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. The request
15 for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or
16 “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or
17 received by the Exclusion Deadline specified in the Notice.

18 4.6. The Final Approval Hearing shall be no earlier than ninety (90) days after the
19 Notice described in Paragraph 4.1 is provided.

20 4.7. Any Settlement Class Member who does not file a valid Claim Form, shall not be
21 entitled to receive any payment pursuant to this Agreement, but will otherwise be bound by all of
22 the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action
23 and the Releases provided for in the Agreement, and will be barred from bringing any action
24 against any of the Released Parties concerning the Released Claims.

25 4.8. No Person shall have any claim against the Defendant, Defendant’s Counsel, and/or
26 Defendant’s insurers based on distributions of benefits to Settlement Class Members.

27 4.9. No public statements will be made about the Settlement by Class Counsel, the
28 Class Representatives, Defendant, or Defendant’s Counsel, except that if they are asked about the

1 Settlement, they will provide the following response: “Without any admission of liability or fault,
2 Sutter Health and Plaintiffs have reached an amicable settlement in the *Doe v. Sutter Health* case.
3 Further information can be found at the following website—www.
4 SutterAnalyticsSettlement.com—and/or obtained from the Settlement Administrator.”.

5 ARTICLE V

6 (Settlement Administration)

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

23 (a) Receive requests to be excluded from the Settlement Class and other
24 requests and promptly provide to Class Counsel and Defendant’s Counsel copies thereof. If the
25 Settlement Administrator receives any exclusion forms or other requests after the deadline for the
26 submission of such forms and/or requests, the Settlement Administrator shall promptly provide
27 copies thereof to Class Counsel and Defendant’s Counsel; and
28

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

5 5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to
6 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
7 The Settlement Administrator will reject any claim that does not comply in any material respect
8 with the instructions on the Claim Form or the terms above, or is submitted after the Claims
9 Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must
10 be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within
11 twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any
12 Person who has submitted a Claim Form to obtain additional information necessary to verify the
13 Claim Form. Epiq shall not be required to send such notice where such Claim Form is being
14 rejected on the basis of it being a fraudulent claim and Counsel for the Parties agree.

15 5.3. Class Counsel and Defendant's Counsel may meet and confer to resolve any denied
16 Claims. If Class Counsel and Defendant's Counsel jointly recommend payment of the rejected
17 Claim, then Defendants' Counsel shall inform the Settlement Administrator to pay said Claim. If
18 Class Counsel and Defendant's Counsel disagree as to whether a Claim should be paid, they shall
19 so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall
20 make a final determination as to whether the Claim shall be paid.

21 5.4. In the exercise of its duties outlined in this Agreement, the Settlement
22 Administrator shall have the right to reasonably request additional information from the Parties or
23 any Settlement Class Member.

24 5.5. The Settlement Administrator will pay any taxes owed due to the Settlement Fund
25 from the Settlement Fund.

26 5.6. The Settlement Administrator will pay any residual funds in the Settlement Fund to
27 the Court approved cy pres recipient(s).

28

1 ARTICLE VI

2 (Termination of Settlement)

3 6.1. Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on
4 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing
5 written notice of the election to do so ("Termination Notice") to all other Parties hereto within
6 twenty-one (21) days of any of the following events: (a) the Court's refusal to grant Preliminary
7 Approval of this Agreement in any material respect; (b) the Court's refusal to grant final approval
8 of this Agreement in any material respect; (c) the Court's refusal to enter the Final Judgment in
9 this Action in any material respect; (d) the date upon which the Final Judgment is modified or
10 reversed in any material respect by the Court of Appeal or the Supreme Court; or (e) the date upon
11 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or
12 reversed in any material respect by the Court of Appeal or the Supreme Court.

13 6.2. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the
14 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class
15 Counsel within seven (7) days if more than an agreed upon number of the total Settlement Class
16 Members exercise their right to opt out of the Settlement. Such number will be set forth in a
17 separate, signed document by the Parties and is part of this Agreement and the Parties will
18 confidentially advise the Court of this part of the Agreement.

19 6.3. The Parties agree that the Court's failure to approve, in whole or in part, the
20 attorneys' fees payment to Class Counsel and/or the incentive awards set forth in Paragraph 8
21 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for
22 termination. The procedures for any application for approval of attorneys' fees, expenses, or
23 incentive awards are to be considered by the Court separately from the Court's consideration of
24 the fairness, reasonableness, and adequacy of the Settlement.

25 ARTICLE VII

26 (Preliminary Approval Order and Final Approval Order)

27 7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall
28 submit this Agreement together with its Exhibits to the Court and shall move the Court for

1 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement
2 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;
3 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date
4 and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A,
5 B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without
6 further approval from the Court, to agree to and adopt such amendments, modifications and
7 expansions of the Settlement Agreement and its implementing documents (including all exhibits to
8 this Agreement) so long as they are consistent in all material respects with the terms of the
9 Settlement Agreement and do not limit or impair the rights of the Settlement Class. Class Counsel
10 will provide a draft of their motion for Preliminary Approval of the Settlement Agreement to
11 Defendant's counsel at least four days before filing such motion and will consider Defendant's
12 comments on such motion before filing it.

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

1 7.3. At the time of the submission of this Agreement to the Court as described above,
2 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing
3 and approve the settlement of the Action as set forth herein.

4 7.4. After Notice is given, the Parties shall request and seek to obtain from the Court a
5 Final Judgment, which will (among other things):

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

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

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

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

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

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

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

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

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

15 ARTICLE VIII

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

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

27 8.2. The Fee Award shall be payable within ten (10) days after the Effective Date,
28 provided all payment routing information and tax I.D. numbers for Class Counsel have been

1 provided. Payment of the Fee Award shall be made by the Settlement Administrator by wire
2 transfer to Class Counsel in accordance with the instructions to be provided by Class Counsel,
3 after completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

4 8.3. Subject to Court approval, the Class Representatives may each be paid an incentive
5 award by Defendant, in addition to any settlement payment as a result of an Approved Claim
6 pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class.
7 The Class Representatives may each request an incentive award of up to \$10,000. Defendant will
8 not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the
9 incentive awards to the Class Representatives if limited to these amounts. Class Counsel, in turn,
10 agrees to seek no more than these amounts from the Court as incentive awards for the Class
11 Representatives. Such awards will be paid by the Settlement Administrator within ten (10) days
12 after the Effective Date. Payment of the incentive awards shall be made by the Settlement
13 Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly
14 provided by Class Counsel.

15 ARTICLE IX

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

17 9.1. The Effective Date of this Settlement Agreement shall not occur unless and until
18 each of the following events occurs and shall be the date upon which the last (in time) of the
19 following events occurs:

- 20 (a) The Parties and their counsel have executed this Agreement;
- 21 (b) The Court has entered the Preliminary Approval Order;
- 22 (c) The Court has entered an order finally approving the Agreement, following
23 Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with
24 this Agreement in all material respects; and
- 25 (d) The Final Judgment has become Final, as defined above, or, in the event
26 that the Court enters an order and final judgment in a form other than that provided above
27 ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment
28 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: May 16, 2025

JANE DOE I

3 *Jane Doe I*

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

6 DATED: May ___, 2025

JANE DOE II

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

10 DATED: May ___, 2025

SUTTER HEALTH

12 By: _____

13 Jonathan Ma, Chief Financial Officer

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

16 DATED: May ___, 2025

KIESEL LAW LLP

17
18 By: _____

19 Jeffrey A. Koncius
Attorneys for Plaintiffs

20 DATED: May ___, 2025

SIMMONS HANLY CONROY LLP

22 By: _____

23 Eric Johnson
Attorneys for Plaintiffs

24 DATED: May ___, 2025

BARTKO PAVIA LLP

26 By: _____

27 Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: May ___, 2025

JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: May 16, 2025

JANE DOE II

7

Jane Doe II

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: May ___, 2025

SUTTER HEALTH

11

12

By: _____

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May ___, 2025

KIESEL LAW LLP

17

18

By: _____

Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: May ___, 2025

SIMMONS HANLY CONROY LLP

21

22

By: _____

Eric Johnson
Attorneys for Plaintiffs

23

24 DATED: May ___, 2025

BARTKO PAVIA LLP

25

26

By: _____

Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: May ___, 2025

JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: May ___, 2025

JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: May 16, 2025

SUTTER HEALTH

11

12

By: Jonathan Ma

13

Jonathan Ma, Chief Financial Officer

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May ___, 2025

KIESEL LAW LLP

17

18

By: _____

Jeffrey A. Koncius
Attorneys for Plaintiffs

19

20 DATED: May ___, 2025

SIMMONS HANLY CONROY LLP

21

22

By: _____

Eric Johnson
Attorneys for Plaintiffs

23

24 DATED: May 16, 2025

BARTKO PAVIA LLP

25

26

By: Michael Abraham
Michael Abraham (May 16, 2025 13:38 PDT)

27

Michael D. Abraham
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: May ___, 2025

JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: May ___, 2025

JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: May ___, 2025

SUTTER HEALTH

11

12

By: _____

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May 16, 2025

KIESEL LAW LLP

17

By: _____

Jeffrey A. Koncius
Attorneys for Plaintiffs

18

19

20 DATED: May ___, 2025

SIMMONS HANLY CONROY LLP

21

22

By: _____

Eric Johnson
Attorneys for Plaintiffs

23

24 DATED: May ___, 2025

BARTKO PAVIA LLP

25

26

By: _____

Michael D. Abraham

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: May ___, 2025

JANE DOE I

3

4

Jane Doe I, individually and as representative of
the Class

5

6 DATED: May ___, 2025

JANE DOE II

7

8

Jane Doe II, individually and as representative of
the Class

9

10 DATED: May ___, 2025

SUTTER HEALTH

11

12

By: _____

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May ___, 2025

KIESEL LAW LLP

17

18

By: _____

Jeffrey A. Koncius
Attorneys for Plaintiffs

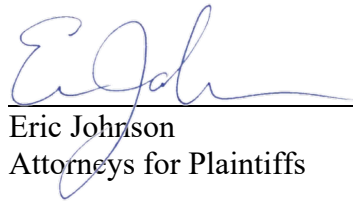
19

20 DATED: May 19, 2025

SIMMONS HANLY CONROY LLP

21

22

By:  _____

Eric Johnson
Attorneys for Plaintiffs

23

24 DATED: May ___, 2025

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
ADDRESS		
CITY	STATE	ZIP CODE
EMAIL ADDRESS		
UNIQUE NOTICE ID		

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	☐	Venmo Username:	
PayPal	☐	PayPal Email:	
Zelle	☐	Zelle Email:	

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.

	DATE: - -
SIGNATURE	MM DD YYYY

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 legal 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.

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.

Other Payments. The Settlement Fund will also be used to pay the notice and administration expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

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. 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 _____.M. on **Month DD, 20YY**. 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 **MONTH DD, 20YY**. 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.

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

- 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.

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

Cash payments will not be provided unless the Court approves the Settlement.

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, Incentive Awards to the Class Representatives, payment of Class Counsel's Attorneys' Fees Award and Reimbursement of Expenses, 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 toll-free 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 toll-free 1-xxx-xxx-xxxx.

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?

Article III and the definitions in Article I of the Settlement Agreement describe the Released Claims and the Release in necessary legal terminology, 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

16. 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.

17. 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

18. 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.

19. 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.

20. 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

21. 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, you must file a written 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 **Month DD, 20YY**.

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

22. 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

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

The Court will hold the Final Approval Hearing at :00 .m. on **Month DD, 20YY**, 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.

24. 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/sscddept22>

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

25. 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 Settlement Class Member who attends the Final Approval Hearing and asks to speak.

Getting More Information

26. 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.**