

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SOLANO**

MICHAEL MCCALMON, individually  
and on behalf of himself and all others  
similarly situated,

Plaintiff,

v.

NORTHBAY HEALTHCARE  
CORPORATION,

Defendant.

Case No. CU24-03200  
Assigned to Hon. Christine A. Carringer  
Dept. 12

*CAC*  
**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**[Notice of Motion; Memorandum of Points  
and Authorities; Declaration of Kenneth J.  
Grunfeld; Declaration of Shelby Alvey; and  
Declaration of Michael McCalmon]**

**Date:**  
**Time:**  
**Dept.: 12**

Action filed: April 26, 2024

**THIS MATTER HAVING** come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a Settlement between Plaintiff Michael McCalmon, individually, and on behalf of the proposed Settlement Class, and Defendant Northbay Healthcare Corporation, and this Court having reviewed the Settlement Agreement and attachments thereto, executed by the Parties, and submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement;

**IT IS HEREBY ORDERED** as follows:

1           1.     This Preliminary Approval Order incorporates the Agreement, and the terms used  
2     herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to  
3     the Court with the Motion.

4           2.     For purposes of the Settlement, and conditioned upon the Settlement receiving Final  
5     Approval following the Final Approval Hearing, this Court hereby conditionally certifies the  
6     Settlement Class defined as follows and subject to the stated exclusions below:

7                 All persons in the United States whose Private Information was compromised as a  
8                 result of the Data Incident and who were sent notice of the Data Incident.

9     Excluded from the Settlement Class are all persons who are governing board members of the  
10    Defendant; governmental entities; the Court, the Court's immediate family, and Court staff; and all  
11    Settlement Class members who make a timely election to be excluded.

12           3.     The Court finds that, for purposes of settlement: (a) the number of members of the  
13     Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact  
14     common to the members of the Settlement Class; (c) the claims of the Plaintiff are typical of the  
15     claims of the members of the Settlement Class; (d) the Plaintiff is an adequate representative for the  
16     Settlement Class, and has retained experienced and adequate Class Counsel; (e) the questions of law  
17     and fact common to the members of the Settlement Class predominate over any questions affecting  
18     any individual members of the Settlement Class; and (f) a class action is superior to the other  
19     available methods for the fair and efficient adjudication of the controversy.

20           4.     For purposes of settlement only, the Court finds and determines that Plaintiff Michael  
21     McCalmon will fairly and adequately represent the interests of the Settlement Class in enforcing  
22     their rights in the action, and appoints him as the Class Representative.

23           5.     For purposes of settlement only, the Court appoints as Class Counsel: Kenneth  
24     Grunfeld and Kristen Lake Cardoso of Kopelowitz Ostrow P.A.

25           6.     Simpluris, Inc. is appointed as Settlement Administrator. The Settlement  
26     Administrator shall abide by the terms and conditions of the Agreement that pertain to the  
27     Settlement Administrator.

28           7.     The Settlement, on the terms and conditions stated in the Agreement, is preliminarily

1 approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of  
2 unfairness, and within the range of possible final approval.

3 8. The Final Approval Hearing will be held on \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m.  
4 before the Honorable Christine A. Carringer in Department 12 of the Superior Court of the State of  
5 California, County of Solano, located at Courtroom I, Old Solano Courthouse, 580 Texas Street,  
6 Fairfield, California 94533, to consider: (a) the fairness, reasonableness and adequacy of the  
7 proposed Settlement; (b) any objections made by Settlement Class Members to the proposed  
8 Settlement; (c) whether the Settlement should be finally approved by this Court; (d) Class Counsel's  
9 Application for Attorneys' Fees, Costs, and Service Award; and (e) such other matters as this Court  
10 may deem proper and necessary.

11 9. Class Counsel are to file and serve the Motion for Final Approval, including the  
12 Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original  
13 date set for the Final Approval Hearing. The Application for Attorneys' Fees, Costs, and Service  
14 Award will be heard concurrently with the request for Final Approval.

15 10. The proposed forms of Notice to the Settlement Class are attached to the Agreement  
16 as Exhibits 1 and 2, and are hereby approved for the purpose of notifying the members of the  
17 Settlement Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the  
18 members of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the  
19 members of the Settlement Class substantially in the forms approved. The Parties may by mutual  
20 written consent make non-substantive changes to the Notice without Court approval. The Settlement  
21 Administration Costs will be paid from the Settlement Fund.

22 11. The Notice Program shall be substantially completed no later than 45 days before the  
23 original date set for the Final Approval Hearing. The Long Form Notice shall be posted on the  
24 Settlement Website created by the Settlement Administrator and be available on request made to  
25 the Settlement Administrator.

26 12. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare  
27 a declaration confirming the Notice Program was completed in accordance with the terms of this  
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1 Agreement and the Preliminary Approval Order, describing how the Notice Program was  
2 completed, indicating the number of Claim Forms received, providing the names of each individual  
3 in the Settlement Class who timely and properly requested to opt-out from the Settlement Class,  
4 indicating the number of objections received, and other information as may be necessary to allow  
5 the Parties to seek and obtain Final Approval.

6 13. The Postcard Notice and Long Form Notice, as set forth in Exhibits 1 and 2 to the  
7 Agreement, and approved by this Preliminary Approval Order, is the best notice practicable, and is  
8 reasonably calculated, under the circumstances, to apprise the members of the Settlement Class of  
9 the pendency of the Action and their right to participate in, object to, or exclude themselves from  
10 the Settlement. This Court further finds that the Postcard Notice and Long Form Notice are due and  
11 sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final Approval  
12 and Application for Attorneys' Fees, Costs, and Service Award, and other matters set forth in the  
13 Agreement, and that the Postcard Notice and Long Form Notice fully satisfy California Rules of  
14 Court and due process of law, to all persons entitled thereto.

15 14. Any member of the Settlement Class who intends to object to the fairness,  
16 reasonableness, and adequacy of the Settlement, including Class Counsel's Application for  
17 Attorneys' Fees, Costs, and Service Awards, must object in writing and send the objection by mail  
18 to the Clerk of Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For  
19 an objection to be considered by the Court, the objection must be submitted no later than the last  
20 day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be  
21 deemed to have been submitted when posted if received with a postmark date indicated on the  
22 envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If  
23 submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been  
24 submitted on the shipping date reflected on the shipping label. There shall be no combined,  
25 collective, or joint objections and, in the event any combined, collective, or joint objections are  
26 submitted, they shall be deemed invalid as to all such persons.

27 15. For an objection to considered by the Court, the objection must also set forth:  
28

- 1 (i) The name of this case, which is *McCalmon v. Northbay Healthcare*  
2 *Corporation*, Superior Court of California, County of Solano, Case No. CU24-  
3 03200;
- 4 (ii) the objector's full name, mailing address, telephone number, and email  
5 address (if any);
- 6 (iii) all grounds for the objection, accompanied by any legal support for the  
7 objection known to the objector or objector's counsel;
- 8 (iv) the identity of all counsel who represent the objector, including the identity of  
9 all counsel (if any) representing the objector who will appear at the Final  
10 Approval Hearing;
- 11 (v) a list of all persons who will be called to testify at the Final Approval Hearing  
12 in support of the objection (if any);
- 13 (vi) a statement confirming whether the objector intends to personally appear  
14 and/or testify at the Final Approval Hearing; and
- 15 (vii) the objector's signature (an attorney's signature is not sufficient).

16 Any member of the Settlement Class who does not provide a timely and written objection shall have  
17 waived any objection and shall forever be foreclosed from making any objection to the fairness,  
18 reasonableness, or adequacy of the proposed Settlement and Class Counsel's Application for  
19 Attorneys' Fees, Costs, and Service Award.

20 16. Members of the Settlement Class may elect to opt-out of the Settlement Class at any  
21 time during the Opt-Out Period. In the event a member of the Settlement Class wishes to opt-out of  
22 the Settlement Class and not to be bound by the Agreement, that person must mail a written request  
23 to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out  
24 Period. The opt-out request must be personally signed by the Settlement Class member and contain  
25 the name, address, telephone number, and email address (if any), and include a statement indicating  
26 a request to be excluded from the Settlement Class. Any individual in the Settlement Class who  
27 does not timely and validly request to opt out shall be bound by the terms of this Agreement even  
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1 if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out  
2 requests and, in the event any combined, collective, or joint opt-out requests are submitted, they  
3 shall be deemed void as to all such persons.

4 17. Any member of the Settlement Class who submits a timely opt-out request may not  
5 file an objection to the Settlement and shall be deemed to have waived any rights or benefits under  
6 the Agreement.

7 18. All pretrial proceedings in this Action are stayed and suspended until further order of  
8 this Court, except such actions as may be necessary to implement the Agreement and this  
9 Preliminary Approval Order.

10 19. In the event that (a) this Court does not finally approve the Settlement as provided in  
11 the Agreement; (b) this Court does not enter the Final Approval Order as provided in all material  
12 respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final  
13 for any other reason consistent with the terms of the Agreement, the Agreement shall be null and  
14 void and any order or judgment entered by this Court in furtherance of the Settlement shall be  
15 vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement  
16 had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending  
17 this litigation, the conditional class certification effected herein will be null and void, and Defendant  
18 shall have the right to object to certification of the Settlement Class or any other class at any future  
19 time.

20 20. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this  
21 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation  
22 thereof in accordance with the Settlement preliminarily approved herein and the related orders of  
23 this Court.

24 21. The Parties are directed to carry out their obligations under the Agreement.

25 22. Class Counsel shall serve a copy of this Preliminary Approval/Notice Order on all  
26 named parties or their counsel within seven days of receipt.  
27  
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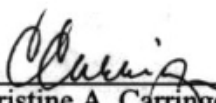


**Summary of Applicable Dates**

<b>Deadline to commence Notice Program</b>	30 days after entry of the Preliminary Approval Order <u>7/2/25</u>
<b>Deadline to complete Notice Program</b>	45 days before the initially scheduled Final Approval Hearing <u>9/10/25</u>
<b>Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award</b>	45 days before the initially scheduled Final Approval Hearing <u>9/10/25</u>
<b>Opt-Out Period Ends</b>	30 days before the initially scheduled Final Approval Hearing <u>9/30/25</u>
<b>Objection Period Ends</b>	30 days before the initially scheduled Final Approval Hearing <u>9/30/25</u>
<b>Claim Form Deadline</b>	15 days before the initially scheduled Final Approval Hearing <u>10/14/25</u>
<b>Final Approval Hearing</b>	<u>10/29</u> , 2025 at <u>8:30</u> a.m./p.m.

**IT IS SO ORDERED.**

Dated: 6/4/2025

  
\_\_\_\_\_  
The Hon. Christine A. Carringer  
Judge of the Superior Court

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$3.6M Northbay Healthcare Settlement Ends Class Action Lawsuit Over 2024 Data Breach](#)

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