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Filed JAN 06 2026
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Attorneys for Representative Plaintiffs

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

**CURTIS MCCLEAN, BRANDI
CANADY, RACHAEL REESE, LEA
JACOBS, ELOYD LONG, MONICA
ENRIQUEZ, DAVID UNDERWOOD,
and ORNEZE COIT,**

Plaintiffs,

v.

**SIGNATURE PERFORMANCE, INC.;
SOUTHEASTERN REGIONAL
MEDICAL CENTER D/B/A UNC
HEALTH SOUTHEASTERN;
ADVENTIST HEALTH
SYSTEM/WEST; AND ADVENTIST
HEALTH TULARE,**

Defendants.

Case No. STK-CV-UBT-0016713
(Assigned for all purposes to Hon. Robert T. Waters)

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

HEARING DATE: 1-6-26
TIME: 9:00 AM
DEPT. 11B

COMPLAINT FILED: NOVEMBER 10, 2025

DEC 05 2025

1 WHEREAS, Plaintiffs¹, individually and on behalf of all others similarly situated, and
2 Defendant, have entered into this Settlement Agreement and Release resolving the Action,
3 subject to Court approval;

4 WHEREAS, Defendant is a provider of administrative services and solutions for
5 healthcare clients across the country. Signature's clients include healthcare providers, such as
6 Adventist Health Tulare and Adventist Health System/West and Southeastern Regional Medical
7 Center d/b/a UNC Health Southeastern. Plaintiffs allege Defendant Signature experienced a
8 targeted cyberattack and data breach that allowed an authorized third-party threat actor access
9 its computer systems and data, which resulted in the potential compromise of Defendant's files
10 containing sensitive personal information belonging to approximately 232,315 individuals,
11 including personally identifiable information and protected health information, including names,
12 addresses, phone numbers, dates of birth, Social Security numbers, provider names, medical
13 treatment/diagnosis information, Driver's License/State ID numbers, health insurance provider
14 names, and/or treatment costs, in or around January 2024. Beginning on or about February 9,
15 2024, Signature began notifying the impacted individuals, some of which were patients and
16 employees of Adventist Health Tulare, that their Private Information may have been impacted
17 by the Data Incident.

18 WHEREAS, Plaintiffs filed the instant action on November 10, 2025. Plaintiffs'
19 Complaint pleads causes of action for negligence, negligence per se, breach of implied contract,
20 unjust enrichment, breach of third-party beneficiary contract, breach of fiduciary duty, invasion
21 of privacy, declaratory judgement, and violation of various state statutes.

22 WHEREAS, this Action was settled, after a mediation presided over by a well-regarded
23 third-party neutral Bennett G. Picker, Esq. of Stradley Ronon Stephens & Young LLP, and as a
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26 ¹ The capitalized terms herein shall have the same meanings as those defined in the Settlement
27 Agreement, attached to the Memorandum in Support of Plaintiffs Motion for Preliminary as
28 Exhibit A.

1 result of arm's-length negotiations between counsel well experienced in class action litigation,
2 investigation, and informal discovery sufficient to permit counsel to act knowingly;

3 WHEREAS, Plaintiffs have filed a Motion for Preliminary Approval, conditionally
4 certifying the Settlement Class for settlement purposes only, and approving the Notice Program
5 and Claims Process upon the terms and conditions set forth in the Settlement, together with all
6 exhibits thereto;

7 WHEREAS, Defendant denies any and all alleged wrongdoing and denies any liability
8 to Plaintiffs, to members of the putative class, or to members of the Settlement Class; and

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

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

13 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is GRANTED.

14 1. Having made the findings set forth below, the Court conditionally certifies the
15 following class for settlement purposes only under California Civil Procedure Code Section 382:

16 **All living individuals who were notified by Defendant that their**
17 **Private Information may have been impacted in the Data**
18 **Incident.**

19 The Settlement Class is estimated to contain approximately 232,315 members. The Court
20 further conditionally certifies the following California Settlement Subclass:

21 **All Settlement Class Members who were residing in California**
22 **on the day of the Data Incident.**

23 The California Settlement Subclass is estimated to contain 59,377 Class Members, all of
24 whom are also members of the Settlement Class. Excluded from the Settlement Class are: (a)
25 directors and officers of Released Parties; (b) the Judge assigned to the Action, that Judge's
26 immediate family, and Court staff; (c) natural persons who properly execute and submit a
27 Request for Exclusion prior to the expiration of the Opt-Out Period.

1 2. For settlement purposes only, with respect to the Settlement Class, the Court
2 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
3 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that
4 joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b)
5 questions of law and fact common to all Settlement Class Members predominate over any
6 potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the
7 Settlement Class; (d) Plaintiffs and proposed Settlement Class Counsel will fairly and adequately
8 represent the interests of each Settlement Class Member; and (e) a class action is the superior
9 method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382 (West
10 2022).

11 3. The Court hereby appoints the Plaintiffs as Class Representatives on behalf of
12 the Settlement Class.

13 4. The Court hereby appoints Tyler J. Bean of Siri & Glimstad LLP, M. Anderson
14 Berry of Emery Reddy, PC, Bryan L. Bleichner of Chestnut Cambronne PA, Jeff Ostrow of
15 Kopelowitz Ostrow P.A., and Jason Wucetich of Wucetich & Korovilas, LLP as Class Counsel.

16 **II. PRELIMINARY APPROVAL**

17 5. The terms of the Settlement, including the proposed Releases, are preliminarily
18 approved as within the range of fair, reasonable, and adequate terms of settlement, and are
19 sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with
20 the Notice Program, and are subject to further and final consideration at the Final Approval
21 Hearing provided for below.

22 6. In making this determination, the Court considered the fact that the Settlement is
23 the product of arm's-length, good faith negotiations facilitated by a neutral mediator and conducted
24 by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the
25 Settlement to the Settlement Class, and the risk and benefits to the Parties of continuing litigation.

26 7. As provided for in the Settlement, if the Court does not grant Final Approval of the
27 Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the
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1 Settlement, and the conditional certification of the Settlement Class for settlement purposes only
2 provided for herein, will be vacated and the Action shall proceed as though the Settlement Class
3 had never been conditionally certified for settlement purposes only, with no admission of liability
4 or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue
5 of class certification or any other issue in the case.

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

7 8. The Court appoints Verita, Inc. as the Settlement Administrator. The
8 responsibilities of the Settlement Administrator are set forth in the Agreement.

9 9. The Court has considered the notice provisions of the Settlement, the Notice
10 Program set forth in the Settlement, and the Postcard Notice and Long Notice, attached to the
11 Agreement. The Court finds that the direct mailing of notice in the manner set forth in the Notice
12 Program is the best notice practicable under the circumstances, constitutes due and sufficient
13 notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and
14 is in full compliance with applicable law and due process. The Court approves as to form and
15 content of the Notices and Claim Form.

16 10. The Parties are ordered to give notice to all Settlement Class Members in
17 accordance with California Rule of Court, Rule 3.771(b). The Court orders the Settlement
18 Administrator to commence the Notice Program following entry of this Preliminary Approval
19 Order in accordance with the terms of the Settlement.

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

21 11. Each person wishing to exclude themselves from the Settlement Class must
22 individually sign and timely mail a written request to opt-out of the Settlement to the address
23 designated by the Settlement Administrator.

24 12. The request for exclusion must be a properly executed written request that is
25 timely delivered by a Settlement Class before the end of the Opt-Out Period.

26 13. Requests for exclusion must fully comply with the requirements set forth in the
27 Settlement Agreement and Long Form Notice.

1 14. All persons who opt-out of the Settlement Class shall not receive any Settlement
2 Class Member Benefits nor will they be bound by the terms of the Settlement.

3 **V. OBJECTIONS**

4 15. Each Settlement Class Member, who wishes to object to the Settlement, who does
5 not timely request to be excluded from the Settlement Class must submit a timely and valid
6 objection in full compliance with the Settlement Agreement and the Long Form Notice, or must
7 appear at the Final Approval Hearing and make their objection orally.

8 16. All notices of an intent to object to the Settlement must be written and should
9 include all of the following: the objector's full name, mailing address, telephone number, and
10 email address (if any); a clear and detailed written statement that identifies the basis of the
11 specific objection that the Settlement Class Member asserts; the identity of any counsel (if any)
12 who represent the objector, including any former or current counsel who may claim an
13 entitlement to compensation for any reason related to the objection to the Settlement and/or
14 Motion for Attorneys' Fees, Costs, and Service Awards; a statement whether the objector intends
15 to appear at the Final Approval Hearing, either in person or through counsel, and, if through
16 counsel, identifying that counsel; a list of all persons who will be called to testify at the Final
17 Approval Hearing in support of the objection; a statement confirming whether the objector
18 intends to personally appear and/or testify at the Final Approval Hearing; and the objector's
19 signature.

20 17. Notwithstanding the foregoing, any Settlement Class Member who attends the
21 Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

22 18. To be timely, written notice of an objection in the appropriate form must be
23 postmarked no later than the end of the Objection Period.

24 19. Except upon a showing of good cause, any Settlement Class Member who fails
25 to substantially comply with the requirements for objecting shall waive and forfeit any and all
26 rights he or she may have to appear separately and/or to object to the Settlement and shall be
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bound by all the terms of the Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

VI. THE FINAL APPROVAL HEARING

20. The Court will hold a Final Approval Hearing on April 21, 2026 at 9:00 am in Department 11B in at the Superior Court of California, County of San Joaquin, located at 180 E Weber Ave Stockton, California 95202, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) whether to approve the Application for Attorneys' fees, Costs, and Service Awards; and (d) whether the Court should enter the Final Approval Order. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court. The hearing may be by Zoom.

21. No later than 25 days prior to the Final Approval Hearing, Plaintiffs and Settlement Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Award.

22. No later than 16 days prior to the Final Approval Hearing, Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and for Motion for Attorneys' Fees and Expenses Award and/or Service Awards. No later than 7 days prior to the Final Approval Hearing, Plaintiffs shall file any Reply Brief in Support of Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees, Costs, and Plaintiffs' Service Awards, including as needed to respond to any valid and timely objections. If there is no objection to the Settlement and no additional information necessary to submit to the Court, no Reply Brief is necessary or required.

23. The related time periods for events preceding the Final Approval Hearing are as follows:

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Event	Timing
Class List Date	5 Days after Preliminary Approval
Class Notice Date	30 Days after Preliminary Approval
Objection Deadline	60 Days after Notice Date
Last Day to Opt-Out	60 Days after Notice Date
Motion for Attorneys' Fees, Costs, and Service Award	25 Court Days Prior to Final Approval Hearing
Motion for Final Approval	16 Court Days Prior to the Final Approval Hearing
Claims Deadline	90 Days after Notice Date
Reply Papers in Support of Final Approval	7 Days Prior to the Final Approval Hearing

24. All proceedings in the Litigation other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

25. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED.

Dated: January 6, 2026


HON. ROBERT T. WATERS
OF THE SUPERIOR COURT