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FILED
Superior Court of California
County of Los Angeles
05/22/2026
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By: N. Navarro Deputy

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

MICHELLE VALLADOLID, individually
and on behalf of all others similarly situated,

Case No. 23STCV05059

Plaintiff,

v.

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

MEMORIAL HEALTH SERVICES,

Defendant.

1 WHEREAS, Class Representative Michelle Valladolid and Defendant Memorial Health
2 Services have reached a proposed settlement and compromise of the claims in the above-
3 captioned matter, which is embodied in a Settlement Agreement that has been provided to the
4 Court;

5 WHEREAS, the capitalized terms herein shall have the same meaning as in the
6 Settlement Agreement;

7 WHEREAS, the parties have applied to the Court for preliminary approval of the
8 proposed Settlement;

9 WHEREAS, pursuant to California Rules of Court, Rule 3.769, the parties seek entry of
10 an order preliminarily approving the Settlement of this Action pursuant to the settlement
11 agreement fully executed on or about March 10, 2026 (the “Agreement”), which, together with
12 its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the
13 Action; and

14 WHEREAS, the Court has read and considered the Settlement Agreement and its
15 exhibits, and Plaintiff’s Unopposed Motion for Preliminary Approval;

16 IT IS HEREBY **ORDERED** as follows:

17 1. The motion is GRANTED.

18 2. Subject to further consideration by the Court at the time of the Final Approval
19 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to
20 the Settlement Class, as falling within the range of possible final approval, and as meriting
21 submission to the Settlement Class for its consideration.

22 3. For purposes of the Settlement only, the Court certifies the Settlement Class,
23 which consists of all identifiable individuals who logged into Defendant’s MyChart patient
24 portal from March 7, 2022 through July 8, 2022.

25 4. The Court preliminarily finds, solely for the purposes of considering this
26 Settlement, that the requirements of Cal. Code Civ. Proc. § 382 are satisfied, including
27 requirements for the existence of an ascertainable class, a well-defined community of interest,
28 and manageability of a settlement class, that common issues of law and fact predominate, and

1 that a settlement class is superior to alternative means of resolving the claims and disputes at
2 issue in this Action.

3 5. The Court appoints Bursor & Fisher, P.A., and Drury Legal LLC., as Class
4 Counsel for purposes of this settlement. The Court preliminarily finds that the Class
5 Representative and Class Counsel fairly and adequately represent and protect the interests of
6 the absent Settlement Class Members in accordance with Code of Civil Procedure section 382.

7 6. A Final Approval Hearing shall be held before this Court at 9:30 a.m. on
8 September 3, 2026 in Department 17 of the Los Angeles County Superior Court, to address: (a)
9 whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
10 (b) whether the Final Approval Order and Judgement should be entered; (c) whether the
11 application for approval of the payment of attorneys' fees to Class Counsel should be approved;
12 (d) whether Class Counsel's application for reimbursement of costs and expenses and payment
13 of an incentive award to the Class Representative from the Settlement Fund should be approved;
14 and (e) any other matters that the Court deems appropriate.

15 7. The Court approves, as to form and content, the Notice, substantially in the form
16 attached as Exhibits A-D of the Settlement Agreement. On or before May 23, 2026, Class
17 Counsel are direct to cause the email, postcard, and website notice to be published substantially
18 in the form approved by the Court.

19 8. The Court finds that the Parties' plan for providing notice of the Settlement
20 Class described in Article IV of the Settlement Agreement constitutes the best notice
21 practicable under the circumstances and shall constitute due and sufficient notice to the
22 Settlement Class of the pendency of this Action, certification of the Settlement Class, the terms
23 of the Settlement Agreement, and the Final Approval Hearing, and complies fully with the
24 requirements of the California Rules of Court, the California Code of Civil Procedures, the
25 Constitution of the State of California, the United States Constitution, and other applicable
26 laws.

27 9. The Court further finds that the notice plan described in Article IV of the
28 Settlement Agreement will adequately inform the members of the Settlement Class of their

1 right to exclude themselves from the Settlement Class so as not to be bound by the terms of the
2 Settlement Agreement.

3 10. Any member of the Settlement Class who desires to be excluded from the
4 Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must
5 send a timely and valid written Request for Exclusion on or before August 21, 2026, to the
6 Settlement Administrator, Simpluris, pursuant to the instructions set forth in the Notice.

7 11. Any person falling within the definition of the Settlement Class who elects to be
8 excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be
9 bound by the release of any claims pursuant to the Settlement Agreement, and shall not be
10 entitled to object to the Settlement or appear at the Final Approval Hearing. The names of all
11 Persons timely submitting valid Requests for Exclusion shall be submitted to the Court by
12 Class Counsel.

13 12. The Claims Deadline referenced in Settlement Agreement shall be August 21,
14 2026. The Class Representative will file with the Court her Fee and Expense Application(s),
15 and supporting papers, no later than July 1, 2026. The Class Representative will file with the
16 Court her motion in support of final approval of class action settlement no later than August 10,
17 2026.

18 13. Any Settlement Class Member who does not submit a valid and timely Request
19 for Exclusion may object to the Settlement Agreement, to Class Counsel's application for
20 attorneys' fees, costs, expenses and/or incentive awards, or to the entry of the proposed Final
21 Approval Order. Any such Settlement Class Member shall have the right to appear and be
22 heard at the Final Approval Hearing, either personally or through an attorney retained at the
23 Settlement Class Member's own expense. Any such Class Member must provide contact
24 information to allow the Class Representative to serve any response to objections, or to provide
25 notice of scheduling changes. The Class Representative will file with the Court her response to
26 any objections no later than August 14, 2026.

27 14. In the event a Settlement Class Member elects to serve the Parties, service of all
28 papers shall be made as follows: for Class Counsel, to Kaili C. Lynn, Bursor & Fisher, P.A.,

1 1990 North California Blvd., 9th Floor, Walnut Creek, CA 94596.

2 15. Any Settlement Class Member who does not make an objection in the time and
3 manner provided shall be deemed to have waived such objection and shall be forever
4 foreclosed from asserting any objection to the fairness or adequacy of the proposed settlement
5 as incorporated in the Settlement Agreement, the payment of attorney's fees, costs and
6 expenses, the Class Representative's incentive award, or the Final Approval Order and
7 Judgment.

8 16. In the event that the proposed Settlement is not approved by the Court, or in the
9 event that the Settlement Agreement becomes null and void pursuant to its terms, this Order
10 and all orders entered in connection therewith shall become null and void, shall be of no further
11 force and effect, and shall not be used or referred to for any purposes whatsoever in this Action
12 or in any other case or controversy; in such event the Settlement Agreement and all
13 negotiations and proceedings directly related thereto shall be deemed to be without prejudice to
14 the rights of any and all of the Parties, who shall be restored to their respective positions as of
15 the date and time immediately preceding the execution of the Settlement Agreement.

16 17. The Court may, for good cause, extend any of the deadlines set forth in this
17 Order without further notice to the Settlement Class Members. The Final Approval Hearing
18 may, from time to time and without further notice to the Settlement Class, be continued by
19 order of the Court.

20 18. The Court may, by further order, adjust the manner in which payment is made to
21 certain Settlement Class Members to better facilitate the delivery of settlement funds to those
22 who are entitled to receive them.

23 19. All proceedings in the Action, other than proceedings necessary to carry out or
24 enforce the terms and conditions of the Agreement and this Order, are hereby stayed.

25 20. The Court shall retain jurisdiction over any claim relating to the Settlement
26 Agreement (including all claims for enforcement of the Settlement Agreement and/or all claims
27 arising out of a breach of the Settlement Agreement) as well as any future claims by any
28 Settlement Class Member relating in any way to the Released Claims.

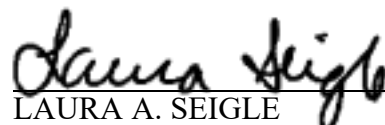
Summary of Deadlines

Event	Date
Deadline to Publish Notice of Settlement	May 23, 2026
Deadline for Motion for Final Approval of Settlement	August 10, 2026
Deadline for Plaintiff and Class Counsel to Submit Their Motion for Attorneys' Fees, Costs and Expenses and Class Representative's Incentive Award	July 1, 2026
Deadline to Submit Claims Forms	August 21, 2026
Deadline to Submit Requests for Exclusion	August 21, 2026
Deadline to Submit Objections	July 15, 2026
Deadline to Submit Responses to Objections	August 14, 2026
Class Counsel's Deadline to File Exclusion Report with the Court	August 10, 2026
Final Approval Hearing	September 3, 2026 Sept. 17, 2026 at 9 a.m.

IT IS SO ORDERED.

Dated: 05/22/2026




 LAURA A. SEIGLE
 Judge of the Superior Court
 Laura A. Seigle / Judge