Electronically Received 09/08/2026 03:13 PM

FILED
Superior Court of California
County of Los Angeles
09/22/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JANE DOE, JAN DOE, JANICE DOE, JAMIE DOE, AND R.S., individually and on behalf of all others similarly situated, Plaintiffs, v. PRIME HEALTHCARE SERVICES, INC., CENTINELA HOSPITAL MEDICAL CENTER, SHERMAN OAKS HOSPITAL, AND PARADISE VALLEY HOSPITAL, Defendants	Case No. 23STCV26800 **REVISED [~~PROPOSED~~] Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval** Date: Sept. 22, 2026 Time: 11:00 am Crtrm: Dept. 7 Judge: Hon. Samantha P. Jessner

On September 22, 2026, the Honorable Samantha P. Jessner considered Plaintiffs Jane Doe, Jan Doe, Janice Doe, Jamie Doe, and R.S.'s Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion"), Supplemental Brief in Support of Preliminary Approval, and Second Supplemental Brief in Support of Preliminary Approval; the Declarations of Michael A. Caddell (Class Counsel), Foster C. Johnson (Class Counsel), Christie K. Reed of Kroll Settlement Administration LLC ("Kroll"), Jane Doe (Plaintiff), Jan Doe (Plaintiff), Janice Doe (Plaintiff), Jamie Doe (Plaintiff), and R.S. (Plaintiff); the Supplemental Declarations of Michael A. Caddell, Foster C. Johnson, Carly M. Roman, Matthew J. Langley, and Christie K.

Reed; the Second Supplemental Declaration of Michael A. Caddell; the Declarations of Mayurraja Gundu (Prime Healthcare), Kenneth Wheeler (Prime Healthcare), Wesley Lew (Prime Healthcare), and Mark Reece (Prime Healthcare); the cy pres disclosure declarations of Jane Doe, Jan Doe, Janice Doe, Jamie Doe, R.S., Mohammad Naser (Centinela Hospital Medical Center), EM Vitug Garcia (Sherman Oaks Hospital), Neerav Jadeja (Paradise Valley Hospital), and Raymond O. Aghaian (Defendants' counsel); the Second Amended Class Action Settlement Agreement ("Second Amended Settlement Agreement"); the proposed Notices of Class Action Settlement and Claim Form (Exhibits A–D to the Second Amended Settlement Agreement, in English and Spanish); and other documents submitted in support of the Preliminary Approval Motion.

Having considered the Preliminary Approval Motion, the Supplemental Briefs, the Declarations, argument of counsel, and all supporting legal authorities and documents, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to provide notice to Settlement Class Members in accordance with due process requirements, and to schedule a formal Final Approval Hearing to determine the good faith, fairness, adequacy, and reasonableness of any proposed settlement, the Court finds that the Class Action Settlement is fair, adequate, and reasonable.

The Court further finds that significant discovery, investigation, research, and litigation has been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; it further appears that settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; it further appears that the proposed Settlement has been reached as the result of intensive, serious, and non-collusive arm's-length negotiations between the Parties, including through mediation with Bennett G. Picker, Esq.

Accordingly, the Court grants preliminary approval of the Settlement; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court grants preliminary approval of the Second Amended Settlement Agreement.

2. This Order incorporates by reference the definitions in the Second Amended Settlement Agreement, attached as Exhibit 1 to the Second Supplemental Declaration of Michael A. Caddell in support of Plaintiffs' Preliminary Approval Motion. All terms defined therein shall have the same meaning in this Order as set forth in the Second Amended Settlement Agreement.

3. For settlement purposes only, the Court provisionally certifies the following Settlement Class and Subclasses:

> **Settlement Class:** All patients of Prime Healthcare and the Relevant Hospitals that accessed and/or utilized any of the Prime Web Properties during the period from November 1, 2019, through the date all tracking pixels were definitively removed from the respective Prime Web Property for each such Relevant Hospital, as reflected in Appendix A to the Second Amended Settlement Agreement.
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> **Patient Portal Subclass:** Prime Healthcare patients that accessed and/or utilized one of Prime Healthcare's patient portals associated with any of the Prime Web Properties as listed in Appendix A to the Second Amended Settlement Agreement during that Prime Web Property's respective Class Period.
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> **Email Subclass:** All individuals who (1) were seen as a patient at one of the Relevant Hospitals located in California, which include Paradise Valley Hospital, Desert Valley Hospital, Centinela Hospital Medical Center, Encino Hospital Medical Center, Sherman Oaks Hospital, Chino Valley Hospital, San Dimas Community Hospital, Shasta Regional Medical Center, Alvarado/UC San Diego Health, West Anaheim Medical Center, and Huntington Beach Hospital, during the time period from November 1, 2021, through the Class Period end date for the respective Relevant Hospital, and (2) provided Prime Healthcare with his or her email address.

Excluded from the Settlement Class are: (1) any Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' families; (2) officers and

directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt out of the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded persons; and (5) Class Counsel.

4. Individuals who satisfy the membership criteria for both the Patient Portal Subclass and the Email Subclass shall be deduplicated by the Settlement Administrator as provided in the Second Amended Settlement Agreement (¶ 1.46), shall receive only one Notice, and shall be eligible for the higher tier of Settlement benefits to which they are entitled. Settlement Class Members who are not members of either Subclass are automatically included in the Settlement Class without submitting any claim form, will receive the benefit of the injunctive relief, will receive notice by publication and through the Settlement Website, and have the same rights to opt out of and to object to the Settlement as all other Settlement Class Members.

5. The Court preliminarily appoints named Plaintiffs Jane Doe, Jan Doe, Janice Doe, Jamie Doe, and R.S. as Settlement Class Representatives. The Court further preliminarily appoints Jamie Doe as Patient Portal Subclass Representative and Jane Doe and Janice Doe as Email Subclass Representatives.

6. The Court preliminarily appoints as Class Counsel Michael A. Caddell, Cynthia B. Chapman, and Amy E. Tabor of Caddell & Chapman; Foster C. Johnson of Ahmad, Zavitsanos & Mensing, PLLC; and Matthew Langley of the Almeida Law Group LLC. For purposes of these settlement proceedings, the Court finds Class Counsel adequate, competent, and capable of performing their responsibilities as Class Counsel.

7. The Court preliminarily approves the proposed class Settlement upon the terms and conditions set forth in the Second Amended Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement appears to be within the range of reasonableness of a settlement that the Court could ultimately grant final approval. It appears to the Court, on a preliminary basis, that the Settlement benefits are fair, adequate, and reasonable as to all Settlement

Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that the Parties have conducted extensive and costly investigation and research, as well as significant law and motion practice regarding the claims made, such that counsel for the Parties are reasonably able to evaluate their respective positions at this time. It further appears to the Court that the Settlement will avoid the Parties incurring substantial additional costs, as well as the delay and risks that further prosecution of the Litigation would present. It further preliminarily appears that the Settlement has been reached as the result of intensive, non-collusive, arm's-length negotiations utilizing an experienced mediator. The Court has determined that reasonable cause exists to submit the proposed Second Amended Settlement Agreement to Settlement Class Members and to hold a hearing on the fairness of the proposed settlement and on final approval of the settlement ("Final Approval Hearing").

8. The Court finds that the proposed Settlement Administrator, Kroll, is an adequate Settlement Administrator, and the proposed Notices of Class Action Settlement, which advise the Class of the Preliminary Approval of the Settlement, the Opt-Out timing and procedures, the timing and procedures for filing a claim, and the date of the Final Approval Hearing, substantially in the forms attached to the Second Amended Settlement Agreement as Exhibits A, B, and C and incorporated herein by reference and made a part of this Order of Preliminary Approval, fairly and adequately advise Settlement Class Members of the terms of the proposed Settlement and the benefits available to Settlement Class Members thereunder, including the full release language, as well as their right to opt out and procedures for doing so, and of the formal Final Approval Hearing, and procedures for appearing at said hearing. The Court further finds that said Notice complies with California Code of Civil Procedure section 382, California Rules of Court, rules 3.766 and 3.769, the California and United States Constitutions, including the requirements of due process, and all other applicable law. The Court further finds that the proposed Class Notice and the Claim Form (Exhibit D to the Second Amended Settlement Agreement) are reasonable and adequate and will likely assist Settlement Class Members in the claims process.

9. The Court approves the proposed Notice Program, which includes: (a) direct notice via postcard through First Class U.S. Mail to Patient Portal Subclass Members, which shall include each member's CyEx Medical Shield Pro activation code; (b) direct notice via email to Email Subclass Members, which shall include each member's CyEx Medical Shield Pro activation code and enrollment instructions; (c) publication notice through digital advertising designed to reach Settlement Class Members; and (d) establishment and maintenance of a Settlement Website containing the Long Form Notice, Claim Form, Second Amended Settlement Agreement, and other relevant documents, in English and Spanish.

10. The Court directs Kroll to effectuate the Notice Program in accordance with the Second Amended Settlement Agreement and this Order. Notices re-sent after having been returned undeliverable shall be handled in accordance with the timeline in ¶ 6.2 of the Second Amended Settlement Agreement, and Settlement Class Members to whom Notices are re-sent after having been returned undeliverable shall have an additional fourteen (14) calendar days beyond the applicable Deadline to opt out, object, or submit a Claim Form.

IT IS FURTHER ORDERED THAT:

11. Any party to this case, including Settlement Class Members, may appear at the Final Approval Hearing in person or by counsel, and may be heard to the extent allowed by the Court, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy of the proposed Settlement, the requested attorneys' fees and litigation expenses, and any Order of Final Approval and Judgment regarding such Settlement, fees, and expenses.

12. Any Settlement Class Member who desires to opt out or be excluded from the Settlement must timely submit a written Request for Exclusion in accordance with the terms stated in the Class Notice no later than sixty (60) days after the Notice Date. Any Settlement Class Member may submit a Request for Exclusion, regardless of Subclass membership and regardless of whether the Settlement Class Member submits a Claim Form. All such persons who properly and timely exclude themselves from the Settlement shall not be Settlement Class Members and

shall have no rights with respect to the Settlement, no interest in the Settlement benefits, and no standing to object to the proposed Settlement.

13. Any Settlement Class Member who does not validly request exclusion may object or comment in support of or in opposition to the Settlement, the requested Attorneys' Fees and Expenses Award, or the requested Service Awards, regardless of Subclass membership and regardless of whether the Settlement Class Member submits a Claim Form. A Settlement Class Member may object in writing, in person at the Final Approval Hearing, or through counsel at his or her own expense. Written objections should be mailed, emailed, or faxed to the Settlement Administrator no later than ninety (90) days after the Notice Date (the "Objection Deadline"). Objections shall not be filed with the Court. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted. Class Counsel shall respond to timely written objections by memorandum of law filed with the Court no later than seven (7) days prior to the Final Approval Hearing. Settlement Class Members who do not submit a written objection may still appear at the Final Approval Hearing to state their objections.

14. Class Counsel shall file a Motion for Final Approval and applications for the requested Service Awards and Attorneys' Fees and Expenses Award no later than fourteen (14) days before the Objection Deadline and no later than sixteen (16) court days before the Final Approval Hearing, so that Settlement Class Members may review the moving papers, including the requested fees, before deciding whether to object.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Second Amended Settlement Agreement.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Second Amended Settlement Agreement are stayed. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time with notice to Settlement Class Members to be posted on the Settlement Website.

IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before the undersigned at 10:00 a.m. on March 9, 2027, a date no earlier than one hundred twenty (120) days after the Notice Date (Second Amended Settlement Agreement ¶ 10.3), in Department 7 of the Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, California, 90012, to determine (1) whether the proposed Settlement is fair, reasonable, and adequate and whether the Court should grant final approval of the Settlement; (2) the amount of any Attorneys' Fees and Expenses Award to be paid to Class Counsel; and (3) the amount of any Service Awards for the Settlement Class Representatives.

ACCORDINGLY, IT IS HEREBY ORDERED THAT THE PROCEDURES SET FORTH IN THE SECOND AMENDED SETTLEMENT AGREEMENT AND THE FOLLOWING SCHEDULE BE ESTABLISHED AND FOLLOWED, UNLESS MODIFIED BY THE COURT:

EVENT	**DATE**
Defendants provide Settlement Class List to Settlement Administrator	15 Days after the Court's Order granting Preliminary Approval
Notice Deadline	30 Days after the Court's Order granting Preliminary Approval
Claims Deadline for Patient Portal Subclass Members to Submit Claim Forms (Electronically or Postmarked by Mail)	60 Days after Notice Date
Deadline for Settlement Class Members to Opt Out of Settlement Agreement (Exclusion Deadline)	60 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, Expenses, and Service Awards	14 Days Prior to the Objection Deadline and No Later Than 16 Court Days Before the Final Approval Hearing
Deadline for Settlement Class Members to Object to the Settlement Agreement (Objection Deadline)	90 Days after Notice Date
Deadline for Defendants to File Opposition to Class Counsel's Petition for Attorneys' Fees, Litigation Costs, and Litigation Expenses	21 Days after Plaintiffs File Motion for Attorneys' Fees, Costs, Expenses, and Service Awards
Settlement Administrator to Provide Notice of Opt-Outs and Objections	105 Days after Notice Date

Deadline for Class Counsel to File Response to Any Objections	7 Days Prior to the Final Approval Hearing
Final Approval Hearing	No Earlier Than 120 Days After the Notice Date (Second Amended Settlement Agreement ¶ 10.3) March 9, 2027 at 10:00 a.m.

IT IS SO ORDERED.

Date: 09/22/2026 , 202__

Samantha Jessner / Judge

Honorable Samantha P. Jessner