Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNDRA WARREN, individually and on behalf of all others similarly situated, Plaintiff, v. POMONA VALLEY HOSPITAL MEDICAL CENTER, Defendant.	Case No. 23STCV05324 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE** Assigned for all purposes to the Honorable Kenneth R. Freeman Trial Date: None

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of Plaintiff's Released Claims, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Class Action Settlement Agreement and Release, hereby warrant, represent, acknowledge, covenant, stipulate and agree, subject to Court approval, as follows:

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. "Action" or "Litigation" means *Warren v. Pomona Valley Hospital Medical Center.*, No. 243STCV05324 pending in the Superior Court of the State of California, County of Los Angeles, including the operative Class Action Complaint ("Complaint"), filed on March 9, 2023

1.2. "Administrative Expenses" means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, providing notice to Settlement Class Members, issuing the Internet Advertisement, determining the eligibility of any person to be a Settlement Class Member, administrating and processing Settlement Class Member payments, and administering, calculating, and distributing the Settlement Fund to the Claimants.

1.3. "Agreement," "Settlement Agreement," and "Settlement" mean this Class Action Settlement Agreement and Release (including all recitals, exhibits and attachments hereto).

1.4. "Business Day(s)" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.5. "Class Counsel" means attorneys John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC.

1.6. "Class Representative" and "Plaintiff" means Undra Warren.

1.7. "Court" means the Los Angeles County Superior Court, the Honorable Kenneth R. Freeman (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

1.8. "Day(s)" shall mean, for a period expressed in "day(s)," the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.9. "Defendant's Counsel" or "PVHMC's Counsel," or references to counsel for PVHMC, means Rachel A. Strauss of the law firm of Shook, Hardy & Bacon LLP.

1.10. "Effective Date" means one Business Day following the latest of: (i) the date upon

which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

1.11. "Fee and Expense Award" means the amount of attorneys' fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

1.12. "Final Approval Order" means an order that the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties' agreed-upon proposed final approval order attached hereto as **Exhibit B**.

1.13. "Final Fairness Hearing" and "Fairness Hearing" mean the hearing to be conducted by the Court to determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

1.14. "Judgment" means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially similar to the form attached hereto as **Exhibit C**.

1.15. "Litigation Costs" means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Action, and obtaining an order of final judgment.

1.16. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as **Exhibit D**.

1.17. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Taxes, (iii) any Service Payments approved by the Court, and (iv) any Fee and Expense Award approved

by the Court.

1.18. "Non-Profit Residual Recipient" means the Alliance for Children's Rights, a 26 U.S.C. § 501(c)(3) nonprofit organization that is a qualified residual recipient pursuant to California Code of Civil Procedure Section 384(b) <https://allianceforchildrensrights.org/>.

1.19. "Notice Date" means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within 30 Days after entry of the Preliminary Approval Order.

1.20. "Notice Expenses" means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the internet, and publishing the Settlement Class Notice, and informing them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

1.21. "Notice Plan" means the plan described in this Agreement for disseminating Notice to the Settlement Class Members of the terms of this Agreement and the Fairness Hearing.

1.22. "Objection Deadline" means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee and Expense Award, and (ii) the Service Payments, which shall be 75 Days following the Notice Date.

1.23. "Opt-Out Period" means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 75 Days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.24. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a Request for Exclusion pursuant to the terms and conditions of this Agreement.

1.25. "Parties" means the Plaintiff and PVHMC.

1.26. "Person(s)" means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors or assigns or, in the case of individuals, their personal representative or guardian.

1.27. "Preliminary Approval Order" means the Court's Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Parties. A Proposed Preliminary Approval Order is attached to this Agreement as **Exhibit E**.

1.28. "PVHMC" or "Defendant" means Pomona Valley Hospital Medical Center and its current and former affiliates, parents, subsidiaries, and successors.

1.29. "PVHMC Website" means the website with the domain name www.phvmc.org.

1.30. "Released Claims" means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing related to the Website Usage Disclosure, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) arising during the period between January 1, 2019 to the date the Preliminary Approval Order is issued by the Court, that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or reasonably related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. "Released Claims" does not include claims relating to the enforcement of the settlement.

1.31. "Released Parties" means PVHMC and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insures, coinsurers, reinsurers, joint ventures, personal

representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a "Released Party."

1.32. "Releasing Parties" means Plaintiff and any Person in the Settlement Class, including all those who do not submit a Request for Exclusion.

1.33. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement. The deadline to submit a Request for Exclusions is the date that falls on the last Day of the Opt-Out Period.

1.34. "Service Payment" means the amount of remuneration to be paid to the Class Representative in recognition of efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10, herein.

1.35. "Settlement Administrator" means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Parties agree to recommend that the Court appoint Kroll Settlement Administration, LLC to: design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice and Internet Advertisement, the Settlement Website, the disbursement of Settlement Payments, and related requirements of this Agreement, subject to the Court's approval.

1.36. "Settlement Benefit(s)" means the Settlement Payment and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

1.37. "Settlement Class" means all California residents who visited the PVHMC Website and logged into the patient portal between January 1, 2019 through December 31, 2022. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and any entity in which PVHMC or its parents, have a controlling interest, and its

current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

1.38. "Settlement Class List" means the list generated by PVHMC containing the name, email (if available), and last known physical mailing address for persons that fall under the definition of the Settlement Class, which PVHMC will provide to the Settlement Administrator within 14 Days of the entry of the Preliminary Approval Order.

1.39. "Settlement Class Notice" or "Notice" means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website.

1.40. "Settlement Fund" means the sum of Six Hundred Thousand Dollars and No Cents ($600,000.00), to be paid by or on behalf of PVHMC as specified in Section 3.6 of this Agreement, including any interest accrued thereon after payment.

1.41. "Settlement Payment" means a payment to be made to any Participating Settlement Class Member pursuant to Section 4.1 herein.

1.42. "Settlement Website" means the internet website, with the URL address www.PVHMCSettlement.com, to be created and maintained by the Settlement Administrator, and which allows for a mechanism regarding how Participating Settlement Class Members may update the address at which they wish to receive physical checks for Settlement Payments or how to request an electronic Settlement Payment in lieu of a physical check, and provides access to relevant documents including the Settlement Class Notice, and other relevant documents.

1.43. "Summary Notice" means the summary postcard and email notices of the proposed Settlement herein, advising Participating Settlement Class Members that they will receive a Settlement Payment by physical check or, if they so elect, via electronic payment, and further advising them they may Object or Opt-Out of the Settlement, substantially in the form attached hereto as **Exhibit A**.

1.44. "Taxes" means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any

jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon PVHMC or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.45. "Website Usage Disclosure" refers to PVHMC's alleged implementation and use of the Meta Pixel and other data collection tools on the PVHMC Website that resulted in the alleged disclosure of web usage data.

2. RECITALS

2.1. PVHMC is a registered non-profit entity headquartered in Pomona, California. It offers a full range of medical services, including primary and outpatient care, and treats thousands of patients each year. PVHMC is the registered owner of the domain name www.pvhmc.org (i.e., the PVHMC Website).

2.2. On March 9, 2023, Plaintiff Undra Warren filed a class action in California Superior Court (Los Angeles), Case No. 23STCV05324, against PVHMC alleging that its use of the "Facebook Pixel" and similar technology on its public website, located at https://pvhmc.org (i.e., the PVHMC Website), violated wiretapping and other statutes.

2.3. Defendant denies all claims asserted against it in the Litigation, all allegations of wrongdoing and liability, and all material allegations in the Complaint filed in the Litigation.

2.4. Plaintiff and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of each Party's respective position.

2.5. The Parties desire to settle the Litigation and all claims arising out of or related to

the allegations or subject matter of the Complaint and the Litigation on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

2.6. Following extensive arm's-length negotiations with the assistance of experienced mediator Bennet Picker, Esq. of Stradley Ronon LLP, the Parties reached a settlement in principle, the terms of which are reflected in this Settlement Agreement.

2.7. Plaintiff and Class Counsel, on behalf of the Settlement Class (defined in Section 1.37), have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with PVHMC on the terms set forth herein is fair and reasonable and in the best interest of Plaintiff and the Settlement Class. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

2.8. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by PVHMC of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

2.9. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint and the Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiff, individually and on behalf of the Settlement Class, and PVHMC that, subject to Court approval, the Action and Plaintiff's Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and

Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.

3.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

3.3. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiff and PVHMC stipulate to the certification of the Settlement Class, pursuant to California Code of Civil Procedure §§ 382 *et seq.*, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Plaintiff and PVHMC further stipulate to designate the Class Representative as the representative for the Settlement Class.

3.4. Final Approval. Class Counsel shall move the Court for final settlement approval and entry of the Final Approval Order and Judgment no later than 21 Days prior to the Final Fairness Hearing.

3.5. Releases.

3.5.1. The Release. On the Effective Date, and in consideration of full payment of the Settlement Fund by PVHMC and the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged PVHMC and each of the Released Parties from any and all Released Claims.

3.5.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

3.5.3. Jurisdiction of the Court. Without affecting the finality of the Final Approval

Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

3.6. Settlement Fund.

3.6.1. Deposit. Within 30 Days after entry of the Preliminary Approval Order, PVHMC shall pay, or cause to be paid through its insurance carriers, a payment of Six Hundred Thousand Dollars and No Cents ($600,000.00) into the Settlement Fund pursuant to the terms and conditions of this Agreement, which shall in part be available to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and the Judgment. For the avoidance of doubt, and for purposes of this Settlement Agreement only, PVHMC's liability shall not exceed Six Hundred Thousand Dollars and No Cents ($600,000.00) absent an express written agreement between the Parties to the contrary. PVHMC's obligation to pay the Settlement Fund shall proceed as follows:

3.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in an appropriate trust established by the Settlement Administrator pursuant to the terms and conditions set forth below; but it shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representative and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to PVHMC and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3.7. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of PVHMC in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section 9 in this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to PVHMC.

3.8. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Payments; (iv) any Fee and Expense Award; (v) Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement; and (viii) any other Settlement Benefits.

3.9. Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution (that is not any of the Released Parties) recommended by the Settlement Administrator and approved by Class Counsel and PVHMC, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq*.

3.10. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement and Class Counsel, or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and PVHMC with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 30 Business Days prior to making such withdrawal or payment.

3.11. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class Members pursuant to this Agreement.

3.12. Treasury Regulations & Fund Investment. The Parties agree that the Settlement

Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

3.13. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.14. Limitation of Liability.

3.14.1. PVHMC and PVHMC's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the

administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.2. The Class Representative and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

3.14.3. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, the Class Representative, PVHMC, and PVHMC's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. SETTLEMENT BENEFITS

4.1. Pro Rata Cash Fund Settlement Payments. Each Participating Settlement Class Member will automatically receive a check or electronic payment for a pro rata Cash Fund

Settlement Payment. The amount of the pro rata Cash Fund Payment will be calculated in accordance with Section 4.3.

4.2. Settlement Payment Methods. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods, e.g., PayPal, Venmo, etc., which they may elect by visiting the Settlement Website. In the event Participating Settlement Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by U.S. Mail.

4.3. Distribution of Settlement Payments. As soon as practicable after the Effective Date, the Settlement Administrator will apply the Net Settlement Fund to pay for all pro rata Cash Fund Payments pursuant to Section 4.1 herein. The amount of each Cash Fund Payment shall be calculated by dividing the Net Settlement Fund by the number of Participating Settlement Class Members.

4.4. Deadline to Deposit or Cash Physical Checks. Participating Settlement Class Members who receive a pro rata Cash Fund Payment by physical check, shall have 60 Days following distribution to deposit or cash their Settlement Payment check.

4.5. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than 75 Days after the initial distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members who cashed or deposited the initial payment they received or elected to receive an electronic payment, provided that the average check amount is equal to or greater than Three Dollars and No Cents ($3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check amount in a distribution is less than Three Dollars and No Cents ($3.00), at which point any amount remaining in the Net Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient.

4.6. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within 45 Days after the check is returned to the

Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

4.7. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to PVHMC or its insurance carriers after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the Non-Profit Residual Recipient, as approved by the Court, pursuant to California Code of Civil Procedure §384.

5. SETTLEMENT ADMINISTRATION

5.1. Settlement Administrator's Duties.

5.1.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Settlement Payments in a rational, responsive, cost effective and timely manner, and calculate Settlement Payments in accordance with this Agreement.

5.1.2. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Agreement.

5.1.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

5.1.3.1. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than 5 Days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class

Counsel and Defendant's Counsel;

5.1.3.2. Provide reports to Class Counsel and Defendant's Counsel that include any Objections or Requests for Exclusion received by the Settlement Administrator and the number of checks or electronic Settlement Payments issued to and/or cashed by Participating Settlement Class Members. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund.

5.2. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

5.3. Timing of Settlement Benefits. The Settlement Administrator shall comply with the terms and conditions of this Agreement herein and shall timely make all Settlement Payments contemplated in this Agreement within 45 Days after the Effective Date.

6. SETTLEMENT CLASS NOTICE

6.1. As set forth in this Section 6, Class Notice will be disseminated through a combination of Summary Notice (substantially in the form of **Exhibit A** attached hereto), notice through the Settlement Website, and Long Form Notice (substantially in the form of **Exhibit D** attached hereto), as approved by the Court in the Preliminary Approval Order, and described in this Agreement, and in order to comply with all applicable laws, including but not limited to, California Code of Civil Procedure Section 382 *et seq.*, the Due Process of the United States Constitution, and any other applicable statute, law or rule.

6.2. Within 14 Days after the date of the Preliminary Approval Order, PVHMC shall provide the Settlement Class List to the Settlement Administrator.

6.3. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall not be used by the Settlement Administrator for marketing; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be

disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Settlement Class List and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and PVHMC's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, PVHMC, or PVHMC's Counsel, will be secure and used solely for the purpose of effecting this Settlement. This provision is intended solely to protect the privacy of Settlement Class Members and against disclosure of their sensitive PII, and will not impede Class Counsel's ability to discharge its duties to the Settlement Class or the Settlement Administrator's ability to administer the Settlement.

6.4. Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to Settlement Class Members as follows:

6.4.1. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Summary Notice to such Person;

6.4.2. For any Settlement Class Member for whom an email is not available, and to the extent a physical address is available, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid;

6.4.3. If any notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt two other email executions and if not successful, the Settlement Administrator will send the Summary Notice (in postcard form) by U.S. mail, postage prepaid, to the extent a current mailing address is available;

6.4.4. For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail; and

6.4.5. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Section 6.4.

6.4.6. In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by PVHMC.

6.4.7. The Settlement Administrator shall complete the Direct Notice set forth in this Section 6.4 within 30 Days after the Notice Date.

6.5. Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information and a mechanism regarding how Participating Settlement Class Members may update the address at which they wish to receive physical checks for Settlement Payments or how to request an electronic Settlement Payment in lieu of a physical check. The Settlement Website will also host relevant documents, including, but not limited to, the Long Form Notice, this Agreement, the Preliminary Approval Order entered by the Court, the operative complaint in the Action, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgement when entered by the Court. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also make available the Long Form Notice in Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be indicated on the Settlement Website.

6.6. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment upon the Settlement by day, month, and year, and describe the method by which Class Members may object to, opt out from, or otherwise comment on the Settlement as set forth in this Agreement; (ii) contain instructions on how to update Participating Settlement Class Members mailing address; (iii) contain instructions on how Participating Settlement Class Members may receive an electronic Settlement Payment; and (iv) note the date, time and location of the Final Fairness Hearing. A copy

of the Long Form Notice is attached hereto as **Exhibit D**.

7. OPT-OUT PROCEDURES

7.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must be in writing and must identify the case name *Warren v. Pomona Valley Hospital Medical Center,* 23STCV05324 (Los Angeles Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *Warren v. Pomona Valley Hospital Medical Center,* 23STCV05324 (Los Angeles County Superior Court)." Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

7.2. If the total number of Requests for Exclusion exceed 5 percent, the Settlement Agreement is null and void per Section 9.

8. OBJECTION AND COMMENT PROCEDURES

8.1. Any Participating Settlement Class Member may object or comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing.

8.1.1. Written Objections must be in writing and mailed to the Settlement Administrator.

8.1.2. All written Objections must include the following: (i) the case name *Warren v. Pomona Valley Hospital Medical Center,* 23STCV05324 (Los Angeles Superior Court); (ii) the Settlement Class Member's full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the

Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

8.1.3. All written objections must be postmarked no later than the Objection Deadline.

8.1.4. Objections will not be filed with the Court.

8.1.5. The Settlement Administrator shall promptly forward any objection(s) it receives to Class Counsel and PVHMC's Counsel.

8.1.6. The Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak, including those Class Members who have submitted an Objection.

8.1.7. Any Class Member who does not make their objection(s) in the manner and by the date set forth in this Section 8 or at the Final Fairness Hearing shall be deemed to have waived any objections and shall be forever barred from raising such objections.

9. MODIFICATION OR TERMINATION OF THE AGREEMENT

9.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

9.2. In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 3.6.2, 3.7, 9.2, and 9.3 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

9.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this

Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiff, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

10. SERVICE PAYMENTS

10.1. The Class Representative may seek a Service Payment, not to exceed Three Thousand Five Hundred Dollars and No Cents ($3,500.00) to be awarded and approved by the Court, and be paid from the Settlement Fund. Any request for such award of Service Payments must be filed at least 21 Days prior to the Objection Deadline.

10.2. The Settlement Administrator shall pay the Service Payments approved by the Court to the Class Representative from the Settlement Fund. Such Service Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, within 35 Days after the Effective Date.

10.3. In the event the Court declines to approve, in whole or in part, the payment of Service Payments in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of a Service Payment shall constitute grounds for cancellation or termination of this Agreement.

10.4. The amount of Service Payment(s) to be applied for as set forth herein was negotiated independently from the other terms of the Settlement. The entire negotiation was supervised by mediator Bennett Picker. Further, the allowance or disallowance by the Court of an award of a Service Payment will be considered and determined by the Court separately from the Court's consideration and determination of the fairness, reasonableness, and adequacy of the Settlement.

11. FEE AND EXPENSE AWARD

11.1. Class Counsel will file a motion for an award of the Fee and Expense Award of up to 33% (or $200,000.00) to be paid from the Settlement Fund and subject to Court approval. Class

Counsel will file a motion seeking an award of attorneys' fees at least 21 Days prior to the Objection Deadline. The motion for the Fee and Expense Award shall be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

11.2. The Fee and Expense Award shall be paid by the Settlement Administrator, in the amount approved by the Court, within 35 Days after the earlier of (a) the Effective Date or (b) the date of the entry of the Court's order so awarding the Attorneys' Fees and Expenses, notwithstanding any appeal.

11.3. In the event (a) the Final Approval Order and Judgment (or the order awarding Attorneys' Fees and Expenses) is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance, and (b) Class Counsel have been paid the Attorneys' Fees and Expenses by the Settlement Administrator, then Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall, within 15 Business Days of such event, (i) repay to Defendant, as applicable, the full amount of the Attorneys' Fees and Expenses paid to them (without interest), or (ii) repay to Defendant the amount by which the award of Attorneys' Fees and Expenses has been reduced, without interest. Class Counsel (or, as applicable, any and all successor(s) or assigns of their firm) shall be liable for repayment of their share of the Attorneys' Fees and Expenses.

11.4. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award. PVHMC shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

11.5. The amount of the Fee and Expense Award to be applied for by Class Counsel was negotiated independently from the other terms of the class Settlement. The Parties negotiated the Fee and Expense Award to be sought by Class Counsel only after reaching an agreement upon the relief provided to the Class. The entire negotiation was supervised by Bennett Picker, Esq. of Stradley Ronon as mediator.

11.6. The Settlement is not conditioned upon the Court's approval of the Fee and Expense

Award or the Service Payments.

12. JUDGMENT

12.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

12.1.1. Decree that neither the Judgment nor this Agreement constitutes an admission by PVHMC of any liability or wrongdoing whatsoever;

12.1.2. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

12.1.3. Release each Released Party from any and all Released Claims;

12.1.4. Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

12.1.5. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including PVHMC and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

13. REPRESENTATIONS AND WARRANTIES

13.1. In addition to the representations and warranties set forth in Section 2 ("Recitals") of this Agreement, each signatory to this Agreement represents and warrants (i) that he, she, they, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

14. NO ADMISSION OF LIABILITY OR WRONGDOING

14.1. This Agreement, whether consummated, and any negotiations, proceedings or agreements relating to this Agreement, and any matters arising in connection with settlement

negotiations, proceedings, or agreements:

14.1.1. Shall not be admissible in any action or proceeding for any reason, other than an action to enforce the terms hereof;

14.1.2. Shall not be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

14.1.3. Shall not be described as or construed against the Released Parties, Plaintiff, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiff or the members of the Settlement Class after trial.

15. MISCELLANEOUS PROVISIONS

15.1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce either party to execute this Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

15.2. Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

15.3. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

15.4. Execution by Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.

15.5. Notices. Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to PVHMC to PVHMC's Counsel, or if to Plaintiff or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required herein shall be made in writing and communicated by mail and email to the following:

If to Plaintiff's or Class Counsel:	**If to PVHMC or PVHMC's Counsel:**
John J. Nelson (SBN 317598) **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC** 280 S. Beverly Drive Beverly Hills, CA 90212 jnelson@milberg.com Robert Ahdoot (SBN 172098) **AHDOOT & WOLFSON, PC** 2600 West Olive Avenue, Suite 500 Burbank, CA 91505 rahdoot@ahdootwolfson.com aferich@ahdootwolfson.com	Rachel A. Straus (SBN 268836) rstraus@shb.com **SHOOK, HARDY & BACON L.L.P.** 2121 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 rstraus@shb.com

15.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

15.7. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

15.8. Severability. The waiver or breach by one Party of any provision of this Agreement

shall not be deemed a waiver or breach of any other provision of this Agreement.

15.9. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

15.10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.11. Taxability. PVHMC does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. The Class Representative and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of any of PVHMC or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. The Class Representative and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be PVHMC's responsibility.

15.12. The Parties have spent substantial time negotiating this Settlement, during a portion of which it was impracticable, impossible, or futile to bring the Litigation to trial. Accordingly, in the event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, including, but not limited to, termination of the Agreement under the provisions herein, the time period from March 1, 2024 to the date on which this Agreement is terminated or fails to become effective, if any, (i) shall not count for the purpose of calculating the five-year period to bring the Litigation to trial under California Code of Civil Procedure Section 583.310, and (ii) shall not be used as the basis for any claims, rights or defenses, except those relating to the foregoing provision relating to California Code of Civil Procedure § 583.310, based on the passage of time during such period. Notwithstanding the foregoing, in the

event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, the Plaintiff does not waive the right to seek further time to bring this Litigation to trial by operation of law, or pursuant to California Code of Civil Procedure Section 583.310.

15.13. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

15.14. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

15.15. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

DEFENDANT:

Dated: February 24, 2025

POMONA VALLEY HOSPITAL MEDICAL CENTER

By: _____
Its: Risk Manager

PLAINTIFF:

Dated: February 21, 2025

By: _____
Undra Warren

PLAINTIFFS' COUNSEL:

Dated: February 21, 2025

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

By: _____
John J. Nelson

Dated: February 21, 2025

AHDOOT & WOLFSON, PC

By: _____
Robert Ahdoot

Attorneys for Plaintiff and the Putative Class

DEFENDANT'S COUNSEL:

Dated: February 23, 2025

SHOOK HARDY

By: _____
Rachel A. Straus

Attorneys for Defendant Pomona Valley Hospital Medical Center

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Warren v. Pomona Valley Hospital Medical Center

Case No. 243STCV05324

Superior Court of the State of California, County of Los Angeles

A Court has authorized this Summary Notice ("Notice"). This is not a solicitation from a lawyer.

IF YOU ARE A CALIFORNIA RESIDENT WHO VISITED THE PVHMC WEBSITE AND LOGGED INTO THE PATIENT PORTAL BETWEEN JANUARY 1, 2019, THROUGH DECEMBER 31, 2022, YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT FROM A CLASS ACTION SETTLEMENT

What Is This Action About? The Action arises from Plaintiffs' allegations against PVHMC alleging that its use of the "Facebook Pixel" and similar technology on its public website, located at https://pvhmc.org (i.e., the PVHMC Website), violated wiretapping and other statutes, called the Website Usage Disclosure. Defendant denies all claims asserted against it in the Action, all allegations of wrongdoing and liability, and all material allegations in the Complaint filed in the Action. Defendant denies any wrongdoing whatsoever.

Who Is A Participating Settlement Class Member? You are a Participating Settlement Class Member if you are a California resident who visited the PVHMC Website and logged into the patient portal between January 1, 2019, through December 31, 2022.

How To Receive a Settlement Benefit? To receive a Settlement Payment, you do not need to do anything. If you do not request exclusion from the Settlement, you will automatically receive a Settlement Payment**.** Participating Settlement Class Members may choose to receive an electronic Settlement Payment by visiting **www.PVHMCSettlement.com**.

What Are My Other Rights?

• **Do Nothing**: You automatically receive a Settlement Payment. You give up your rights to sue Defendant or bring any other lawsuit against the Released Parties for the same claims.

• **Exclude yourself**: You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get a Settlement Payment. You must submit a valid and timely Request for Exclusion by mail to the Settlement Administrator by **<< Opt-Out Period>>**.

• **Object**: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be mailed, with a **postmark date no later than <<Objection Deadline>>**, to the Settlement Administrator. You may also request to appear at the Final Fairness Hearing. Detailed instructions on how to exclude yourself, object, or appear at the hearing can be found on the Long Form Notice found on the Settlement Website.

Do I have a Lawyer? Yes, the Court has appointed the law firms of John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC to represent you and the Settlement Class. Class Counsel will petition the Court for a Fee and Expense Award of attorneys' fees, up to 33% (or $200,000) to be paid from the Settlement Fund, subject to Court approval, and a Service Payment in the amount of $3,500 to the Class Representative.

The Final Fairness Hearing: The Court has scheduled a hearing for **DATE at TIME a.m. PT**, in Department 14 at the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to consider whether to approve the Settlement, Service Payment, Fee and Expense Award, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **www.PVHMCSettlement.com** for updates.

For Additional Information or to Update Your Address & Contact Information:

Visit **www.PVHMCSettlement.com** or contact the Settlement Administrator:

Mail: *PVHMC Website Usage Disclosure Action,* c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX

Toll-Free: **(XXX) XXX-XXXX**

THIS NOTICE IS ONLY A SUMMARY.

From: <<senderemail>>

To: <<classmemberemail>>

Subject: Email Notice of Class Action Settlement

EMAIL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU RECEIVED THIS EMAIL NOTICE, YOU ARE A CALIFORNIA RESIDENT WHO VISITED THE PVHMC WEBSITE AND LOGGED INTO THE PATIENT PORTAL BETWEEN JANUARY 1, 2019, THROUGH DECEMBER 31, 2022

What Is This Action About? The Action arises from Plaintiffs' allegations against PVHMC alleging that its use of the "Facebook Pixel" and similar technology on its public website, located at https://pvhmc.org (i.e., the PVHMC Website), violated wiretapping and other statutes, called the Website Usage Disclosure. Defendant denies all claims asserted against it in the Action, all allegations of wrongdoing and liability, and all material allegations in the Complaint filed in the Action. Defendant denies any wrongdoing whatsoever.

Who Is A Participating Settlement Class Member? You are a Participating Settlement Class Member if you are a California resident who visited the PVHMC Website and logged into the patient portal between January 1, 2019, through December 31, 2022.

How To Receive a Settlement Benefit? To receive a Settlement Payment, you do not need to do anything. If you do not request exclusion from the Settlement, you will automatically receive a Settlement Payment**.** Participating Settlement Class Members may choose an electronic Settlement Payment by visiting **www.PVHMCSettlement.com.**

What Are My Other Rights?

• **Do Nothing**: You automatically receive a Settlement Payment. You give up your rights to sue Defendant or bring any other lawsuit against the Released Parties for the same claims.

• **Exclude yourself**: You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get a Settlement Payment. You must submit a valid and timely Request for Exclusion by mail to the Settlement Administrator by **<< Opt-Out Period>>**.

• **Object**: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be mailed, with a **postmark date no later than <<Objection Deadline>>**, to the Settlement Administrator. You may also request to appear at the Final Fairness Hearing. Detailed instructions on how to exclude yourself, object, or appear at the hearing can be found on the Long Form Notice found on the Settlement Website.

Do I have a Lawyer? Yes, the Court has appointed the law firms of John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC to represent you and the Settlement Class. Class Counsel will petition the Court for a Fee and Expense Award of attorneys' fees, up to 33% (or $200,000) to be paid from the Settlement Fund, subject to Court approval, and a Service Payment in the amount of $3,500 to the Class Representative.

The Final Fairness Hearing: The Court has scheduled a hearing for **DATE at TIME a.m. PT**, in Department 14 at the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to consider whether to approve the Settlement, Service Payment, Fee and Expense Award, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **www.PVHMCSettlement.com** for updates.

For Additional Information or to Update Your Address & Contact Information:

Visit **www.PVHMCSettlement.com** or contact the Settlement Administrator:

Mail: *PVHMC Website Usage Disclosure Action,* c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX

Toll-Free: **(XXX) XXX-XXXX**

THIS EMAIL NOTICE IS ONLY A SUMMARY. YOU SHOULD REVIEW THE INFORMATION AVAILABLE AT WWW.PVHMCSETTLEMENT.COM.

Unsubscribe

EXHIBIT B

John J. Nelson (SBN 317598)
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
Beverly Hills, CA 90212
Tel: (858) 209-6941
jnelson@milberg.com

Tina Wolfson (SBN 174806)
Robert Ahdoot (SBN 172098)
AHDOOT & WOLFSON, PC
2600 West Olive Avenue, Suite 500
Burbank, CA 91505-4521
Telephone: (310) 474-9111
twolfson@ahdootwolfson.com
rahdoot@ahdootwolfson

Counsel for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNDRA WARREN, individually and on behalf of all others similarly situated, Plaintiff, v. POMONA VALLEY HOSPITAL MEDICAL CENTER, Defendant.	Case No. 23STCV05234 (*Assigned to Hon. Kenneth R. Freeman*) **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Undra Warren ("Plaintiff"), and Pomona Valley Hospital Medical Center ("PVHMC" or "Defendant") (collectively, the "Parties") have entered into a Class Action Settlement Agreement and Release, and all exhibits thereto (the "Settlement" or "Settlement Agreement");

On _____, 2025, the Court entered the Preliminary Approval Order that, among other things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382, a class for purposes of Settlement only; (b) appointed named Plaintiff Undra Warren as Class Representative for settlement purposes; (c) appointed as Class Counsel John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC; (d) preliminarily found that the Settlement is fair, reasonable, adequate, and the product of substantial investigation, litigation, and arm's length negotiations; (e) appointed Kroll Settlement Administration, LLC ("Kroll") as the Settlement Administrator to provide notice to the Settlement Class, as selected and agreed upon by the Parties; (f) approved the claims, opt out, and objection procedures provided for in the Settlement Agreement; and (g) scheduled a Final Fairness Hearing for _____, 2025, in Department 14 of the Los Angeles County Superior Court;

The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order has been provided, as attested to in the declaration of Scott Fenwick of Kroll;

A Fairness Hearing was held on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being due and the appropriate number of days after such notice to the Settlement Class;

The Court duly considered the motion for final approval of the Settlement Agreement, Class Counsel's application for a Fee and Expense Award, and the request for Class Representative Service Payment; and

The Court has considered the Settlement Agreement and exhibits thereto, the submissions of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel, and any objections made by Settlement Class members. Good cause appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS**:

1. The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class members who did not timely exclude themselves from the Settlement Class.

2. The Court adopts, incorporates, and makes a part hereof: (a) the Class Action Settlement Agreement and Release executed by the Parties (the "Settlement Agreement"), including the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively. All capitalized terms used in this Order have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. The Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as: all California residents who visited the PVHMC Website and logged into the patient portal between January 1, 2019 through December 31, 2022. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and any entity in which PVHMC or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

4. Class Representatives. Plaintiff Undra Warren is hereby appointed, for settlement purposes only, as Class Representative for the Settlement Class.

5. Class Counsel. John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC are hereby appointed, for settlement purposes only, as counsel for the Settlement Class.

6. This Court finds and concludes, solely for purposes of settlement, that:

a. the Settlement Class Members are so numerous that joinder of all Settlement Class Members in the Action is impracticable;

b. the Settlement Class has been objectively defined and can and has been ascertained from PVHMC's business records;

c. there are questions of law and fact common to the Settlement Class which, as to the Settlement and related matters, predominate over any individual questions;

d. the Class Representative's claims are typical of the Settlement Class members' claims;

e. the Class Representative and Class Counsel can and have fairly and adequately represented and protected the Settlement Class members' interests;

f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (1) the interests the Settlement Class members in individually controlling the prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class members; (3) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the management of this class action.

7. Class Notice. The Court finds that dissemination of the notices attached to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to obtain a Settlement Payment; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's motion for an award of attorneys' fees and expenses and for Service Payment to the Class Representative; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses and Service Payment to the Class Representative; and (vii) their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice fully satisfied the requirements of due process.

8. Requests for Exclusion. [The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order.] or [No timely requests for exclusion have been submitted.]

9. Objections. [No objections to the settlement were submitted.] or [The Court has considered each of the ____ objections to the Settlement. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.]

10. The Court finds the compensation to the Settlement Class, is fair and reasonable. The Court authorizes the Settlement Administrator to make payments to Participating Settlement Class Members in accordance with the terms of the Settlement Agreement.

11. The Court hereby adopts and approves the Settlement Agreement, and finds that it is in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of the California Code of Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process Clause), and all other applicable laws, and in the best interests of the Parties and the Settlement Class. Accordingly, the Court directs the Parties and their counsel to implement, perform, and consummate this Settlement in accordance with the terms and conditions of the Settlement Agreement.

12. Dismissal. The Action is hereby dismissed. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

13. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on PVHMC, Plaintiff, and all Participating Settlement Class Members, as well as their respective successors and assigns.

14. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiff and each and every Participating Settlement Class Member shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any

action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor does this Release apply to any Settlement Class member who timely excludes himself or herself from the Settlement, or to any Class member (or the estate of any Class member) who is deceased.

15. Future Prosecutions Barred. Plaintiff and all Participating Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims against any of the Released Parties.

16. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against the Defendant or any of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

17. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court shall retain continuing jurisdiction over: (a) enforcement of the terms of this Order and implementation of this Settlement and any award or distribution to the Participating Settlement Class members; and (b) all Parties for the purpose of enforcing and administering the Settlement Agreement, pursuant to California Code of Civil Procedure section 664.6 or otherwise.

18. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the amount of $_____, and reimbursement of litigation expenses and costs in the amount of $_____, and such amounts shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement. Pursuant to Paragraph 11.4 of the Settlement

Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate the attorneys' fees and expenses award.

19. Service Payments. The Class Representative is awarded a Service Payment in the amount of $_____, and such amount shall be paid by the Settlement Administrator pursuant to and consistent with the terms of the Settlement Agreement.

20. The Settlement Administrator is awarded the costs of Notice and administration in the amount of $_____, and such amount shall be paid from the Settlement Fund pursuant to and consistent with the terms of the Settlement Agreement.

21. Defendant shall have no liability or responsibility for any payments, fees, or costs under this Order except as provided in the Settlement Agreement.

22. Modification of the Agreement of Settlement. Without further approval from the Court, Plaintiff, by and through Class Counsel, and PVHMC are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Participating Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiff, by and through Class Counsel, and PVHMC may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

23. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiff, Settlement Class members, and PVHMC, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the Action immediately prior to the execution of the Settlement Agreement.

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24. A separate Final Judgment shall be issued adopting this Order and directing the Clerk of Court to dismiss this action accordingly. This Order and the Final Judgment will be posted to the Settlement Administrator's website.

IT IS SO ORDERED.

Dated: _____ _____

Hon. Kenneth R. Freeman

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNDRA WARREN, individually and on behalf of all others similarly situated, Plaintiff, v. POMONA VALLEY HOSPITAL MEDICAL CENTER, Defendant.	Case No. 23STCV05234 (*Assigned to Hon. Kenneth R. Freeman*) **[PROPOSED] JUDGMENT**

On [date], the Court [granted] Plaintiff's motion for final approval of the Settlement with Pomona Valley Hospital Medical Center and [granted] Plaintiffs' motion for a Fee and Expense Award and Class Representative Service Payment.

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Final Approval Order, and this Judgment. Exhibit 1 to the Final Approval Order lists the Settlement Class Members who timely and validly excluded themselves from the Settlement. Those persons are not bound by the Settlement Agreement.

Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Participating Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____ _____

Hon. Kenneth R. Freeman

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Warren v. Pomona Valley Hospital Medical Center
Case No. 243STCV05324
Superior Court of the State of California, County of Los Angeles

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IF YOU ARE A CALIFORNIA RESIDENT WHO VISITED THE PVHMC WEBSITE AND LOGGED INTO THE PATIENT PORTAL BETWEEN JANUARY 1, 2019, THROUGH DECEMBER 31, 2022, YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT FROM A CLASS ACTION SETTLEMENT.

This Action is titled *Warren v. Pomona Valley Hospital Medical Center,* Case No. 243STCV05324 and is pending in the Superior Court of the State of California, County of Los Angeles. The Person that filed the class action lawsuit is called Plaintiff or Class Representative and sued Pomona Valley Hospital Medical Center, or PVHMC, referred to herein as the Defendant.

The Action arises from Plaintiffs' allegations against PVHMC alleging that its use of the "Facebook Pixel" and similar technology on its public website, located at https://pvhmc.org (i.e., the PVHMC Website), violated wiretapping and other statutes, called the Website Usage Disclosure. Defendant denies all claims asserted against it in the Action, all allegations of wrongdoing and liability, and all material allegations in the Complaint filed in the Action. Defendant denies any wrongdoing whatsoever.

Who is a Participating Settlement Class Member? Participating Settlement Class Member means:

> **All California residents who visited the PVHMC Website and logged into the patient portal between January 1, 2019, through December 31, 2022.**

Excluded from the Settlement Class are (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and any entity in which PVHMC or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

Participating Settlement Class Members under the Settlement Agreement will be eligible to receive the following:

- ***Pro Rata* Cash Fund Settlement Payments:** Each Participating Settlement Class Member will automatically receive a check or electronic payment for a *pro rata* cash fund Settlement Payment.

Participating Settlement Class Members will have the opportunity to choose an electronic payment for their Settlement Payment by visiting **www.PVHMCSettlement.com.

To obtain more information, visit **www.PVHMCSettlement.com** or call **(XXX) XXX-XXXX.**

Please read this Long Form Notice ("Notice") carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Exclude Yourself by Opting Out of the Class	Receive no payment from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Website Usage Disclosure.	Mailed and postmarked on or before **<<Opt-Out Period>>.**
Object to the Settlement and/or Attend the Final Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. You can also ask to speak at the Final Fairness Hearing on **<<Final Fairness Hearing date>>** about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before **<<Objection Deadline>>.**
Do Nothing	If you do nothing, you will still receive a Settlement Payments from this class action Settlement if approved. If the Settlement becomes final, you will give up your rights to sue Defendant (or any Released Parties) separately for claims relating to the Website Usage Disclosure or to continue to pursue any such claims you have already filed.	N/A

- Your rights and options as a Participating Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Settlement Payments to Participating Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information **4**

Who is in the Settlement **4**

The Settlement Benefits—What You Get if You Qualify **5**

How Do You Receive Settlement Benefits **5**

Excluding Yourself from the Settlement **6**

Objecting to the Settlement **7**

The Lawyers Representing You **7**

The Court's Final Fairness Hearing **8**

If You Do Nothing **8**

Additional Information **8**

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to grant final approval and make the Settlement final. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Kenneth R. Freeman of the Superior Court of the State of California, County of Los Angeles is overseeing this case captioned as *Warren v. Pomona Valley Hospital Medical Center,* Case No. 243STCV05324. The Person who brought the lawsuit is called the Class Representative. The entity being sued, Pomona Valley Hospital Medical Center, is called the Defendant.

2. What is the Action about?

The Action arises from Plaintiffs' allegations against PVHMC alleging that its use of the "Facebook Pixel" and similar technology on its public website, located at https://pvhmc.org (i.e., the PVHMC Website), violated wiretapping and other statutes, called the Website Usage Disclosure.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant have done anything wrong.

3. Why is this a class action?

In a class action, one or more people called Class Representative sue on behalf of all people who have similar claims. Together, all of these people are called a Settlement Class, and the individuals are called Participating Settlement Class Members. One court resolves the issues for all Participating Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to this Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Participating Settlement Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as Class Counsel) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class means:

> All California residents who visited the PVHMC Website and logged into the patient portal between January 1, 2019, through December 31, 2022.

Excluded from the Settlement Class are (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and any entity in which PVHMC or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **(XXX) XXX-XXXX** with questions. You may also write with questions to:

PVHMC Website Usage Disclosure Action
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT BENEFITS–WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides a Settlement Fund of $600,000 to be used to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Payments; (iv) any Fee and Expense Award; (v) Settlement Payments and/or Settlement Benefits; and (viii) any other Settlement Benefits.

Participating Settlement Class Members under the Settlement Agreement may receive:

- ***Pro Rata* Cash Fund Settlement Payments:** Each Participating Settlement Class Member will automatically receive a check or electronic payment for a *pro rata* cash fund Settlement Payment.

HOW DO YOU RECEIVE SETTLEMENT BENEFITS?

8. How do I get a Settlement Payment?

To receive a Settlement Payment, you do not need to do anything, unless you would like to receive an electronic payment. If you do not request exclusion from the Settlement, you will automatically receive a Settlement Payment.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR SETTLEMENT PAYMENT, PLEASE VISIT www.PVHMCSettlement.com

9. When will I get my Settlement Payment?

The Court will hold a Final Fairness Hearing on **<<Date>>, at <<Time>> a.m. PT** to decide whether to approve the Settlement. You do not need to attend the Final Fairness Hearing. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. Please be patient. Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

10. What am I giving up as part of the Settlement?

Defendant and its affiliates will receive a release from all claims that could have been or that were brought against Defendant relating to the Website Usage Disclosure. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Participating Settlement Class Member and you will give up your right to sue Defendant and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs,

executors, administrators, insures, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action. This release is described in the Settlement Agreement, known as Released Claims, which is available at **www.PVHMCSettlement.com.** If you have any questions, you can talk to the law firms listed in Question 16 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

11. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

12. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Website Usage Disclosure. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement in *Warren v. Pomona Valley Hospital Medical Center,* Case No. 243STCV05324. Requests for Exclusion must be in writing and must identify the case name Warren v. Pomona Valley Hospital Medical Center, 23STCV05324 (Los Angeles Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in Warren v. Pomona Valley Hospital Medical Center, 23STCV05324 (Los Angeles County Superior Court)." You must mail your Request for Exclusion to the Settlement Administrator postmarked by **<<Opt-Out Period>>,** to:

PVHMC Website Usage Disclosure Action
Attn: Request for Exclusion
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You can tell the Court that why you agree or disagree with the Settlement by filing an objection. For an objection to be a valid objection under the Settlement, it must be in writing, mailed to the Settlement Administrator, and be postmarked **no later than <<Objection Deadline>>**, to the following address**:**

Settlement Administrator
PVHMC Website Usage Disclosure Action Attn: Objection c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150-XXXX

All written objections must include the following:

i. the case name *Warren v. Pomona Valley Hospital Medical Center,* Case No. 23STCV05324 (Los Angeles Superior Court);
ii. the Settlement Class Member's full name, current physical mailing address, and telephone number;
iii. a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;
iv. the specific grounds for the objection; and
v. all documents or writings that the Settlement Class Member desires the Court to consider.

15. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Participating Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Participating Settlement Class Member, and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will file a motion for an award of the Fee and Expense Award of up to 33% (or $200,000) to be paid from the Settlement Fund and subject to Court approval. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent fee basis.

Class Counsel will also ask the Court for Service Payment not to exceed $3,500 to be awarded and approved by the Court, and be paid from the Settlement Fund, in recognition of their contributions to this Action.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court may hold a Final Fairness Hearing at **<<Time>> PT on <<Date>>**, in Department 14 at the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, as ordered by the Court. If there are no objections, the Court may rule on final approval without a Final Fairness Hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. The Court will also rule on any motion seeking payment of the Fee and Expense Award, as well as the Service Payment. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice.

19. Do I have to attend the hearing?

No. Class Counsel will represent the Settlement Class before the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 14, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file an objection and notice of intent to appear according to the instructions in Question 14, including all the information required.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will still receive a Settlement Payment from this Settlement. If the Settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Website Usage Disclosure.

ADDITIONAL INFORMATION

22. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.PVHMCSettlement.com**. You may also call the Settlement Administrator with questions at **(XXX) XXX-XXXX**.

23. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, by calling toll-free (**XXX) XXX-XXXX** or at the Contact section of the Settlement Website.

PVHMC Website Usage Disclosure Action
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

EXHIBIT E

John J. Nelson (SBN 317598)
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twolfson@ahdootwolfson.com
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Counsel for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNDRA WARREN, individually and on behalf of all others similarly situated, Plaintiff, v. POMONA VALLEY HOSPITAL MEDICAL CENTER, Defendant.	Case No. 23STCV05234 (*Assigned to Hon. Kenneth R. Freeman*) **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT**

The Court has before it Plaintiff Warren Undra's ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class ("Motion for Preliminary Approval"). Having reviewed the Motion for Preliminary Approval, the Declaration of Class Counsel, Plaintiff, and the Settlement Administrator, the Parties' settlement agreement (the "Settlement" or "SA"); having presided over a hearing on August 26, 2025;` and good cause appearing, the Court finds and orders as follows:

1. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class[1] based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant Pomona Valley Hospital Medical Center ("PVHMC" or "Defendant"), filed concurrently with Plaintiff's Motion for Preliminary Approval. The Court grants preliminary approval of the Settlement of this Action pursuant to California Rules of Court, Rule 3.769(c).

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Fairness Hearing and final approval by this Court. The Court notes that Defendant has agreed to provide the following compensation to all Participating Class Members: a pro rata cash payment, calculated in accordance with the terms of the Settlement Agreement. Further, the Settlement provides: (i) a Class Representative service payment of $3,500 for the Plaintiff; and (ii) Class Counsel's attorneys' fees and litigation costs and expenses of up to $200,000.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Settlement Class, when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal

[1] Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned to them in the Settlement Agreement. (SA, Sec. 1, Definitions.).

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; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Service Payment should be finally approved as fair, reasonable, and adequate as to the Settlement Class is hereby set in accordance with the schedule set forth below. Consideration of any application for an award of attorneys' fees, costs, expenses, and Service Payment shall be separate from consideration of whether or not the proposed Settlement should be approved, and from each other, and shall be embodied in separate orders.

5. The Court provisionally certifies for settlement purposes the following class (the "Settlement Class"): "all California residents who visited the PVHMC Website and logged into the patient portal between January 1, 2019 through December 31, 2022. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) PVHMC and its subsidiaries, parent companies, successors, predecessors, and any entity in which PVHMC or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons."

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of

the Settlement Class members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Undra Warren.

8. The Court appoints, for settlement purposes only, John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Robert Ahdoot of Ahdoot & Wolfson PC, as Settlement Class Counsel.

9. The Court preliminarily finds that the Plaintiff and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class members in accordance with Code Civ. Proc. § 382.

10. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator.

11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan set forth in the Declaration of Scott Fenwick of Kroll Settlement Administration, LLC filed in Support of the Motion for Preliminary Approval; (2) the Long Form Notice, attached as Exhibit D to the Settlement Agreement; and (3) the Summary Notice, attached as Exhibit A to the Settlement Agreement.

12. The Court finds on a preliminary basis that the plan for distribution of notice to Settlement Class Members (the "Notice Plan") satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto, and the terms of the Settlement Agreement, and the Fairness Hearing, and complies fully with the requirements of the California Rules of Court, the California Code of Civil Procedure, the California Civil Code, the Constitution of the State of California, the United States Constitution, and any other applicable law.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings and litigation

deadlines are stayed in this Action and all Settlement Class members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement pending decision on Final Approval of the Settlement, unless the Settlement Class member timely submits a valid Request for Exclusion as defined in the Settlement Agreement.

15. The Court finds that the Notice Plan adequately informs members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement.

16. Any member of the Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Fairness Hearing. The names of all Persons timely submitting valid Requests for Exclusion shall be provided to the Court.

17. Any Settlement Class Member who does not submit a valid Request for Exclusion as forth by the Settlement shall not be excluded from the Settlement Class.

18. Any Settlement Class Member who is not excluded from the Settlement Class shall be deemed to have released the Settled Claims.

19. Service of all papers on counsel for the Parties shall be made as follows for Class Counsel:

Robert Ahdoot
AHDOOT & WOLFSON P.C.
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505

John Nelson
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
Beverly Hills, CA 90212

20. Any Settlement Class member who is not excluded from the Settlement Class may object to the Settlement. To validly object to the Settlement Agreement, an objecting class member must mail or e-mail their objection to the Settlement Administrator, Class Counsel, and PVHMC's Counsel and include: (i) the case name *Warren v. Pomona Valley Hospital Medical Center,*

23STCV05324 (Los Angeles Superior Court); (ii) the Settlement Class Member's full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

21. The procedures and requirements for submitting objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class member's objection to the Settlement Agreement, in accordance with the due process rights of all Class members.

22. The Claims Administrator shall post the Settlement and all related documents on the Settlement Website. The Settlement shall include the approved class definition set forth in Paragraph 5 above and the final notices and claim form.

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

24. The Court orders the notice to be executed according to the schedule set out in the Settlement Agreement. The Court further orders the following schedule:

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	14 calendar days after this Order granting preliminary approval of class action settlement
Notice Date (the date Settlement Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Objection Deadline (filing deadline for Objections)	75 calendar days after the Notice Date
Exclusion Deadline (deadline to submit	75 calendar days after the Notice Date

Opt-Outs)	
Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline
Filing of Plaintiffs' Motion for Final Approval	21 calendar days prior to the Final Fairness Hearing
Final Fairness Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

25. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class members. The Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Kenneth R. Freeman