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Clerk of the Superior Court
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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
04/23/2024 at 05:23:23 PM
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10 Attorneys for Representative Plaintiff
11 and the Plaintiff Class

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 FLORENCIO RAMOS, individually, and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 SAN DIEGO AMERICAN INDIAN
19 HEALTH CENTER, and DOES 1 through
20 100, inclusive,

21 Defendant.

Case No. 37-2022-00034482-CU-NP-CTL

CLASS ACTION

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

Date: September 20, 2024

Time: 9:30 am

Courtroom: 66

Judge: Hon. Kenneth J. Medel

Wendy m. Behan

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22 This matter, having come before the Superior Court of the State of California, in and for
23 the County of San Diego, at 9:30 am on September 20, 2024 in Courtroom 66 with Cole & Van
24 Note appearing as counsel for Representative Plaintiff Florencio Ramos, individually, and on
25 behalf of the Plaintiff Class, and Greenberg Traurig, LLP appearing as counsel for Defendant San
26 Diego American Indian Health Center and Does 1 through 100 ("Defendant"). Before the Court is
27 Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms
28 of which are set forth in a Settlement Agreement with accompanying exhibits attached as **Exhibit**

1 A to the Declaration of Laura Van Note in Support of Plaintiff’s Motion for Preliminary Approval
2 of Class Action Settlement (the “Settlement Agreement”).¹ Having fully considered the issue, the
3 Court hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED THAT:**

6 1. Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is
7 **GRANTED**. The terms defined in the Settlement Agreement shall have the same meaning in this
8 Order.

9 2. Having made the findings set forth below, the Court conditionally certifies the
10 following Class for settlement purposes only:

11 “All individuals whose Personal Information was actually or potentially accessed during
12 the Security Incident.” “Security Incident” is defined as “the access by unauthorized actors
13 to SDAIHC’s computer network in or around May 2022, as further described in the
14 Recitals, and any and all facts, actions and circumstances related thereto, whether occurring
or arising before, on or after the date of this Agreement.”

15 3. Excluded from the Settlement Class is any judge presiding over the Litigation and
16 their first-degree relatives, judicial staff and persons who timely and validly request exclusion from
17 the Settlement Class.

18 4. For settlement purposes only, with respect to the Settlement Class, the Court
19 preliminarily finds the prerequisites for a class action pursuant to California Code of Civil
20 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder
21 of all individual Settlement Class Members in a single proceeding is impracticable, (b) questions
22 of law and fact common to all Settlement Class Members predominate over any potential
23 individual questions, (c) the claims of the Plaintiff are typical of the claims of the Settlement Class,
24 (d) Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of the
25 Settlement Class, and (e) a class action is the superior method to fairly and efficiently adjudicate
26 this controversy.

27 ¹ All defined terms herein have the same meaning as set forth in the Settlement
28 Agreement.

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1 5. The Court hereby appoints Plaintiff Florencio Ramos as Class Representative for
2 the Settlement Class.

3 6. The Court hereby appoints Laura Grace Van Note of Cole & Van Note as Class
4 Counsel.

5 7. The terms of the Settlement, including its proposed release, are preliminarily
6 approved as within the range of reasonableness, and are sufficient to warrant providing notice of
7 the Settlement to the Settlement Class in accordance with the notice plan, and are subject to further
8 and final consideration at the Final Approval Hearing provided for below. In making this
9 determination, the Court considered the fact that the Settlement is the product of arm's-length
10 negotiations conducted by experienced and knowledgeable counsel, the current posture of the
11 Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of
12 continuing litigation to the Parties and the Settlement Class.

13 8. As provided for in the Settlement Agreement, if the Court does not grant final
14 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
15 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement
16 purposes only provided for herein will be vacated, and the Action shall proceed as though the
17 Settlement Class had never been certified, with no admission of liability or merit as to any issue,
18 and no prejudice or impact as to any party's position on the issue of class certification or any other
19 issue in the case.

20 9. The Court appoints CPT Group as the Settlement Administrator. The
21 responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

22 10. The proposed notice plan set forth in the Settlement Agreement and the Notice and
23 Claim Form attached to the Settlement Agreement as **Exhibits 1 and 2** are hereby approved. Non-
24 material modifications to these Exhibits may be made with approval by the Parties but without
25 further order of the Court.

26 11. The Court has considered the Class Notice provisions of the Settlement and the
27 Notice. The Court finds that the direct mailing of Notice in the manner set forth in the notice plan
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1 is the best notice practicable under the circumstances, constitutes due and sufficient notice of the
2 Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable
3 law and due process. The Court orders the Settlement Administrator to commence the notice plan
4 following entry of this Order in accordance with the terms of the Settlement Agreement.

5 12. Any Settlement Class Member who wishes to be excluded from the Settlement
6 Class must mail a written opt-out Request for Exclusion to the Claims Administrator at the address
7 and in the manner provided in the Notice. Such opt-out Requests for Exclusion must meet the Opt-
8 Out Deadline established by this Order and stated in the Notice.

9 13. For a Request for Exclusion to be properly completed and executed, subject to
10 approval by the Court, it must: (i) state the Settlement Class Member's full name, address and
11 telephone number, (ii) contain the Settlement Class Member's personal and original signature or
12 the original signature of a person authorized by law to act on the Settlement Class Member's behalf
13 with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian
14 or person acting under a power of attorney, and (iii) state unequivocally the Settlement Class
15 Member's intent to be excluded from the Settlement. All Requests for Exclusion must be submitted
16 individually in connection with a Settlement Class Member (i.e., one request is required for every
17 Settlement Class Member seeking exclusion).

18 14. No later than 16 court days before the Final Approval Hearing, the Claims
19 Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who
20 have timely and validly excluded themselves from the Settlement Class and, upon request, copies
21 of all completed Requests for Exclusions.

22 15. If the Final Judgment is entered, any Settlement Class Member who has not
23 submitted a timely, valid written opt-out Request for Exclusion from the Settlement Class shall be
24 bound by all subsequent proceedings, orders and judgments in this Litigation, including but not
25 limited to the release set forth in the Final Judgment. Settlement Class Members who submit valid
26 and timely opt-out Requests for Exclusion shall not be entitled to receive any benefits from the
27 Settlement.

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1 16. A Settlement Class Member who does not file a valid and timely Request for
2 Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement.
3 The Long Form Notice shall instruct Settlement Class Members who wish to object to the
4 Agreement to send their written objections only to the Court. The Notice shall make clear the Court
5 can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice
6 shall advise Settlement Class Members of the deadline for submission of any objections. Any such
7 notices of an intent to object to the Class Settlement Agreement must be written and must include
8 all of the following: (i) the objector's full name, address, telephone number and email address (if
9 any), (ii) information identifying the objector as a Settlement Class Member, including proof that
10 the objector is a member of the Settlement Class, (iii) a statement as to whether the objection
11 applies only to the Settlement Class Member, to a specific subset of the Settlement Class or to the
12 entire Class, (iv) a clear and detailed written statement of the specific legal and factual bases for
13 each and every objection, accompanied by any legal support for the objection the objector believes
14 applicable, (v) the identity of any counsel representing the objector, (vi) a statement whether the
15 objector intends to appear at the Final Approval Hearing, either in person or through counsel, and,
16 if through counsel, identifying that counsel, (vii) a list of all persons who will be called to testify
17 at the Final Approval Hearing in support of the objections and any documents to be presented or
18 considered, and (viii) the objector's signature and the signature of the objector's duly authorized
19 attorney or other duly authorized representative. To be timely, written notice of an objection in the
20 appropriate form must be filed or postmarked no later than the Objection Deadline.

21 17. Any Settlement Class Member who fails to comply with the provisions in this Order
22 will waive and forfeit any and all rights they may have to object, will have their objection stricken
23 from the record and will lose their rights to appeal from approval of the Settlement. Any such
24 Settlement Class Member shall also be bound by all subsequent proceedings, orders and judgments
25 in this Litigation, including but not limited to the release set forth in the Final Judgment.

26 18. Settlement Class Counsel and Defendant have created a process for Settlement
27 Class Members to claim benefits under the Settlement. The Court preliminarily approves this
28

1 process and directs the Claims Administrator to make the Claim Form or its substantial equivalent
2 available to Settlement Class Members in the manner specified in the Notice. The Claims
3 Administrator will be responsible for effectuating the claims process.

4 19. Settlement Class Members who qualify for and wish to submit a Claim Form shall
5 do so in accordance with the requirements and procedures specified in the Notice and the Claim
6 Form. If the Final Judgment is entered, all Settlement Class Members who qualify for any benefit
7 under the Settlement but fail to submit a claim in accordance with the requirements and procedures
8 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit
9 but will in all other respects be subject to and bound by the provisions in the Final Judgment,
10 including the release.

11 20. This Order shall become null and void and shall be without prejudice to the rights
12 of the Parties, all of whom shall be restored to their respective positions existing before the Court
13 entered this Order and before they entered the Settlement Agreement, if: (i) the Court does not
14 enter this Preliminary Approval Order, (ii) Settlement is not finally approved by the Court or is
15 terminated in accordance with the Settlement Agreement, (iii) there is no Effective Date, or (iv)
16 the number of Opt-Outs is greater than five percent of the estimated Settlement Class. In such
17 event, the Settlement and Settlement Agreement shall become null and void and be of no further
18 force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order,
19 relating to the Settlement shall be used or referred to for any purpose whatsoever.

20 21. This Order shall be of no force or effect if the Final Judgment is not entered or there
21 is no Effective Date and shall not be construed or used as an admission, concession or declaration
22 by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Order be
23 construed or used as an admission, concession or declaration by or against the Representative
24 Plaintiff or any other Settlement Class Member that his or her claims lack merit or that the relief
25 requested is inappropriate, improper, unavailable or as a waiver by any party of any defense or
26 claims they may have in this Litigation or in any other lawsuit.

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1 22. The Court will hold a Final Approval Hearing on September 20, 2024, at 9:30 a.m.,
 2 at the Superior Court of the State of California, in and for the County of San Diego in Courtroom
 3 66, to consider: (a) whether certification of the Settlement Class for settlement purposes only
 4 should be confirmed, (b) whether the Settlement should be approved as fair, reasonable, adequate
 5 and in the best interests of the Settlement Class, (c) the application by Plaintiff's Counsel for an
 6 award of attorneys' fees, costs and expenses as provided for under the Settlement, (d) the
 7 application for Plaintiff's Service Award, as provided for under the Settlement, (e) whether the
 8 release of Released Claims as set forth in the Settlement should be provided, (f) whether the Court
 9 should enter the [Proposed] Final Order and [Proposed] Judgment, and (g) ruling upon such other
 10 matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time
 11 to time and without further notice to Settlement Class Members, be continued or adjourned by
 12 order of the Court. The Settlement Administrator and/or Plaintiff's Counsel will provide notice to
 13 any objecting party of any continuance of the Motion for Final Approval.

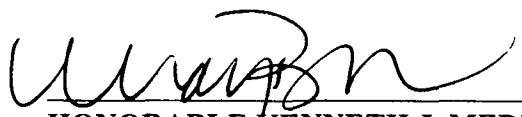
14 23. The related time periods for events preceding the Final Approval Hearing are as
 15 follows:

17	Defendant Provides Class List to Claims Administrator	Within 7 days after entry of this Preliminary Approval Order
18	Notice Deadline for Claims Administrator to Send Summary Notice	Within 35 after entry of this Order
19	Postmark Deadline for Requests for Exclusion (Opt-Out) or Objections	45 days after the Class Notice Date
20	Postmark/Filing Deadline for Filing Claims	45 days after the Class Notice Date
21	Final Approval Hearing	Jan. 24, 2024 ⁵ at 9:30 a.m.
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IT IS SO ORDERED.

Dated: 9/20/24



HONORABLE KENNETH J. MEDEL

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