

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 05/27/2022
By Deputy: Conder, Perla

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

J.P., S.P., V.C., and A.J., individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM,

Defendant.

20CV001923
CASE NO. ~~20cv01923~~

CLASS ACTION

~~PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL

Before the Court is the unopposed Amended Motion for Preliminary Approval of Class Action Settlement between Plaintiff V.C. ("Plaintiff") and Defendant Salinas Valley Memorial Healthcare System ("Salinas Valley" or "Defendant") on behalf of a proposed Class defined as "All citizens of the State of California whose personal data or medical information stored or possessed by Salinas Valley Memorial Healthcare System was potentially accessed by one or more unauthorized parties between April 30, 2020, and June 5, 2020 (the "Class"). Excluded from the definition of Settlement Class or Settlement Class Members are all persons who validly opt out of the settlement by following the procedures set forth in the Settlement Agreement. The parties to the Settlement respectfully request that the Court enter an order:

1. Conditionally certifying the Class, for purposes of implementing the Settlement Agreement only;
2. Finding the requirements of California Rules of Court, Rule 3.769, for preliminary

1 settlement approval have been satisfied, and the Court preliminarily approves the
2 settlement of the action referenced in the Settlement Agreement as being fair, just,
3 reasonable, and adequate to the Class and its members, subject to further consideration at
4 the Final Approval Hearing described below;

- 5 3. Appointing CPT Group, Inc., as the Settlement Administrator;
- 6 4. Approving the proposed Class Notice, including the proposed opt-out and objection
7 procedures, as provided for in the Settlement Agreement;
- 8 5. Ordering Defendant to provide the Settlement Administrator the list of Class Members as
9 provided for in the Settlement Agreement;
- 10 6. Directing the Settlement Administrator to disseminate Class Notice to the Class as
11 provided for in the Settlement Agreement within thirty (30) days of the Court's Order
12 granting Preliminary Approval; and
- 13 7. Setting a Final Approval Hearing in Department 15 of this Court, before the Hon. Thomas
14 W. Wills.

15 Having reviewed and considered the parties' proposed Settlement Agreement and the
16 unopposed Motion for Preliminary Approval of the Class Action Settlement and having heard and
17 considered the argument of counsel, the Court makes the findings and grants the relief set forth below,
18 preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and
19 conditions set forth in this Order. All terms and phrases in this Order shall have the same meaning as
20 they are defined in the Settlement Agreement.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

- 22 1. The Court, pursuant to California Code of Civil Procedure section 382 and California Rules of
23 Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the
24 Settlement Agreement only, a class consisting of defined as "All citizens of the State of
25 California whose personal data or medical information stored or possessed by Salinas Valley
26 Memorial Healthcare System was potentially accessed by one or more unauthorized parties
27 between April 30, 2020, and June 5, 2020". Officers and directors of Defendant who received
28 a Notice of Data Breach are excluded from the Class; (b) appoints Plaintiff as the representative

1 of the Class; and (c) finds Class Counsel will fairly and adequately protect the interests of the
2 Class and appoints them as "Class Counsel."

3 2. The Court also finds that the requirements of California Rules of Court, Rule 3.769, for
4 preliminary settlement approval have been satisfied, and the Court preliminarily approves the
5 Settlement of the action set forth in the Settlement Agreement as being fair, just, reasonable,
6 and adequate to the Class and its members, subject to further consideration at the Final
7 Approval Hearing.

8 3. The Court appoints CPT Group, Inc., as the Settlement Administrator.

9 4. Defendant is ordered to provide the Settlement Administrator the list of Class Members as
10 provided for in the Settlement Agreement.

11 5. The Court approves, as to form and content, the Class Notices attached as **Exhibits B** and **C**
12 to the Settlement Agreement. The Court finds that distribution of the Notices of Settlement,
13 in the manner set forth in this Order and the Settlement Agreement, is reasonably calculated to
14 apprise the Class members, constitutes the best notice practicable under the circumstances, and
15 constitutes valid, due and sufficient notice to all members of the Class, complying fully with
16 the requirements of section 382 of the California Code of Civil Procedure, California Rules of
17 Court, Rules 3.766 and 3.769, and any other applicable laws.

18 6. The Class Notices attached to the Settlement Agreement as **Exhibit B** and **Exhibit C** shall be
19 disseminated by the Settlement Administrator in the manner and form approved by this Court
20 within thirty (30) days of this Order granting Preliminary Approval of the Settlement.

21 7. The Settlement Agreement provides for a final approval hearing (the "Final Approval
22 Hearing") to be held no sooner than 120 days after the preliminary approval is granted. The
23 Final Approval Hearing shall be held on October 28 ____, 2022 at 8:30 a.m./~~pm~~
24 Department 15 of this Court, before the Hon. Thomas W. Wills. At the Final Approval
25 Hearing, the Court shall determine:

26 a. Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair,
27 reasonable, adequate, and in the best interests of the Class;

28 b. Whether Judgment, as provided in the Settlement Agreement, should be entered granting

1 final approval of the Settlement; and

2 c. Whether and in what amounts, Class Counsels' Fees and Expenses and the Class
3 Representative's Service Award, as provided for in the Settlement Agreement, shall be paid
4 from the Settlement Fund.

5 8. Any member of the Class who desires to be excluded from the Class, and therefore not bound
6 by the terms of the Settlement Agreement, may request exclusion from the settlement in this
7 Action by mailing a request in writing to the Settlement Administrator at the address set forth
8 in the Class Notice, personally signed, stating the Class Member's full name and current
9 address and stating unequivocally that he/she wishes to be excluded from this class action
10 settlement. Any request for exclusion must be mailed to the Settlement Administrator and
11 postmarked in the time set forth in the Class Notice. Any member of the Settlement Class who
12 chooses to be excluded and who provides the required information will not be bound by any
13 judgment entered in connection with this Settlement. A list of persons who requested exclusion
14 shall be filed with the Court before the date of the Final Approval Hearing.

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

20 10. Any member of the Settlement Class who desires to object to the Settlement must file any
21 objections and all papers in support of such objections with the Court in the time set forth in
22 the Class Notice. All such written objections shall be mailed as set forth in the Class Notice.
23 The filing of any objection will not extend the time within which a member of the Settlement
24 Class may file a request or exclusion from the Settlement. To state a valid objection to the
25 Settlement, an objecting Class Member submit his/her objection to the Claims Administrator
26 as set forth in the Class Notice and, each objection must include: (i) full name, current address,
27 current telephone number, and personally signed; (ii) documentation sufficient to establish
28 your membership in the Class, such as a copy of the Class Notice you received; (iii) a statement

1 of the position(s) that you, as the objector, wish to assert, including the factual and legal
2 grounds for the position(s); (iv) provide copies of any other documents that you, as the
3 objector, wish to submit in support of your position; (v) whether you, as the objector, or your
4 attorney intend to appear at the Final Approval Hearing; and (vi) whether you, as the objector,
5 are represented by your own lawyer, and if so, the name, address, and telephone number of
6 your lawyer. To be timely, your written objection must be mailed to J.C. v. Salinas Valley
7 Memorial Healthcare Systems, Case No. 20-CV-001923 c/o CPT Group, Inc, at the address
8 provided for in the Class Notice and be postmarked no later than [INSERT DATE]:

9 11. Any objection not submitted as described in section 8 of the Settlement Agreement, or any
10 objection otherwise not properly or timely filed, will be invalid and the objector will be deemed
11 to have waived any objections, will be foreclosed from making subsequent objections, and the
12 objector shall be bound by the final determination of the Court.

13 12. Service of all papers on counsel for the parties shall be made to the Settlement Administrator
14 at the following address: CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

15 13. Any Class Member who does not make an objection in the time and manner provided shall be
16 deemed to have waived such objection and forever shall be foreclosed from making any
17 objection and shall be bound by the final determination of the Court regarding the fairness or
18 adequacy of the proposed Settlement as incorporated in the Settlement Agreement, adequacy
19 of notice, the payment of Class Counsels' Fees and Expenses and Class Representatives'
20 Incentive Awards, and/or the Judgment.

21 14. In the event that the proposed Settlement is not approved by the Court, this Order and all orders
22 entered in connection therewith shall become null and void, shall be of no further force and
23 effect, and shall not be used or referred to for any purposes whatsoever in this civil action or
24 in any other case or controversy; in such event the Settlement Agreement and all negotiations
25 and proceedings directly related thereto shall be deemed to be without prejudice as of the date
26 and time immediately preceding the execution of the Settlement Agreement.

27 15. The Court reserves the right to adjourn the date of the final approval hearing and any
28 adjournment thereof without further notice to the members of the Class and retains jurisdiction

1 to consider all further applications arising out of or connected with the settlement. The Court
2 may approve the settlement, with such modifications as may be agreed to by the parties to the
3 Settlement Agreement, if appropriate, without further notice to the Class.

4 16. The Court retains continuing and exclusive jurisdiction over the action to consider all further
5 matters arising out of or connected with the Settlement, including the administration and
6 enforcement of the Settlement Agreement.

7 17. Pending final determination of whether the Settlement Agreement should be approved, neither
8 Plaintiff nor any Class Member may either directly, representatively, or in any other capacity,
9 commence or prosecute against Defendant any action or proceeding in any court or tribunal
10 asserting any of the claims alleged in the Action filed herein.

11 The case shall proceed pursuant to the following schedule:

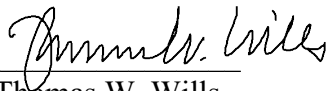
12 Last day for Defendant to provide the 13 Claims Administrator with the Class List	10 days after preliminary approval
14 Last day for Claims Administrator to mail 15 and email the Settlement Class Notice to 16 Settlement Class Members ("Notice 17 Deadline")	30 days after preliminary approval
18 Last day for requests for exclusion from the 19 settlement to be postmarked by Settlement 20 Class Members	45 days after the Notice Deadline
21 Last day for Settlement Class Members to 22 submit objections to the settlement	45 days after the Notice Deadline
23 Last day for Settlement Class Counsel to 24 file motion for final approval of settlement a 25 motion for award of attorneys' fees, 26 litigation costs and expenses, administration 27 costs, and Settlement Class Representative's 28 service payment	110 days after preliminary approval
Hearing on motion for final approval of settlement and motion for Settlement Class Representative's service payments, administration costs and application for attorneys' fees and costs	At least 120 days after preliminary approval

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Last day to file a Claim Form for reimbursement of out-of-pocket losses or other expenses	60 days after the Notice Deadline
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IT IS SO ORDERED.

Dated: May 27, , 2022

By: 
Hon. Thomas W. Wills
Judge of the Superior Court