

1 Paul R. Kiesel, State Bar No. 119854  
*kiesel@kiesel.law*  
2 Jeffrey A. Koncius, State Bar No. 189803  
*koncius@kiesel.law*  
3 Nicole Ramirez Jones, State Bar No. 279017  
*ramirezjones@kiesel.law*  
4 Kaitlyn E. Fry, State Bar No. 350768  
*fry@kiesel.law*  
5 **KIESEL LAW LLP**  
8648 Wilshire Boulevard  
6 Beverly Hills, CA 90211-2910  
Tel.: 310-854-4444 / Fax: 310-854-0812

7 An Truong [admitted Pro Hac Vice]  
8 *atruong@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
9 112 Madison Avenue, 7th Floor  
New York, NY 10016  
10 Tel.: 212-784-6400 / Fax: 212-213-5949

Jay Barnes [admitted Pro Hac Vice]  
*jaybarnes@simmonsfirm.com*  
**SIMMONS HANLY CONROY LLP**  
One Court Street  
Alton, IL 62002  
Tel.: 618-259-2222

11 Attorneys for Plaintiffs JANE DOE I and JANE DOE II

12 ROBERT H. BUNZEL (SBN 99395)  
*rbunzel@bartkolaw.com*  
13 MICHAEL D. ABRAHAM (SBN 125633)  
*mabraham@bartkolaw.com*  
14 STEPHEN C. STEINBERG (SBN 230656)  
*ssteinberg@bartkolaw.com*  
15 KERRY DUFFY (SBN 233160)  
*kduffy@bartkolaw.com*  
16 **BARTKO PAVIA LLP**  
1100 Sansome Street  
17 San Francisco, California 94111  
Telephone: (415) 956-1900  
18 Facsimile: (415) 956-1152

19 Attorneys for Defendant SUTTER HEALTH

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SACRAMENTO

22  
23 JANE DOE I and JANE DOE II, on behalf of  
themselves and all others similarly situated,

24 Plaintiffs,

25 v.

26 SUTTER HEALTH,

27 Defendant.  
28

Case No. 34-2019-00258072-CU-BT-GDS

*Assigned for All Purposes to Department 22  
Pursuant to California Rule of Court 3.734*

CLASS ACTION SETTLEMENT  
AGREEMENT

Action Filed: June 10, 2019  
Trial Date: None Set

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among: (i) Plaintiffs JANE DOE I and JANE DOE II (“Doe I and II”), both individually and on behalf of the Settlement Class (as defined herein); and (ii) Defendant Sutter Health (“Defendant” or “Sutter Health”), in the case of *Doe I and Doe II v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS, currently pending in the Superior Court of the State of California for the County of Sacramento (as defined herein), subject to the condition precedent of the Court’s final approval of this Agreement and the corresponding Judgment having become “Final” (as defined herein) as of the “Effective Date” (as defined herein). Doe I and II and the Settlement Class are collectively referred to as “Plaintiffs” unless otherwise noted. Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle without any admission of fault or liability the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the condition precedent of the Court’s final approval of this Agreement and the corresponding Judgment having become Final as of the Effective Date.

**RECITALS**

1. Doe I and II filed a Class Action Complaint initiating the Action on June 10, 2019, pleading claims for: (1) Violation of the California Confidentiality of Medical Information Act (Cal. Civ. Code §§ 56, *et seq.*) (“CMIA”); (2) Violation of the California Invasion of Privacy Act (Cal. Pen. Code § 631, *et seq.*) (“CIPA”); (3) Intrusion Upon Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5) Violation of California’s Unfair Competition Law (“UCL”); (6) Conversion; and (7) Negligence.

2. Defendant filed initial pleading challenges (demurrers and motion to strike) as to the Class Action Complaint, and demurrers were sustained in full with leave to amend.

3. On February 14, 2020, Doe I and II filed a First Amended Class Action Complaint pleading claims for: (1) Violation of CMIA; (2) Violation of CIPA; (3) Intrusion Upon Seclusion; (4) California Constitutional Invasion of Privacy; (5) Breach of Fiduciary Duty of Confidentiality; (6) Statutory Theft (Cal. Pen. Code §§ 484 496); (7) Violation of UCL; (8) Conversion;

1 (9) Negligence; (10) Unjust Enrichment; (11) Breach of Contract; and (12) Breach of the Duty of  
2 Good Faith and Fair Dealing.

3 4. Defendant filed a second round of pleading challenges (demurrers and motion to  
4 strike) as to the First Amended Class Action Complaint, demurrers were sustained in full with  
5 leave to amend, and the motion to strike was granted in part with leave to amend.

6 5. On February 9, 2021, Doe I and II filed a Second Amended Class Action  
7 Complaint pleading claims for: (1) Violation of CMIA; (2) Violation of CIPA; (3) Intrusion Upon  
8 Seclusion; (4) Breach of Fiduciary Duty of Confidentiality; (5) Violation of UCL; (6) Negligence;  
9 (7) Breach of Contract; and (8) Breach of the Implied Covenant of Good Faith and Fair Dealing.

10 6. Defendant filed a third round of pleading challenges (demurrers and motion to  
11 strike) as to the Second Amended Class Action Complaint, demurrers were sustained without  
12 leave to amend as to five causes of action, with leave to amend as to two causes of action, and  
13 overruled as to one cause of action, and the motion to strike was granted in part.

14 7. On December 6, 2021, Doe I and II filed a Third Amended Class Action Complaint  
15 pleading claims for: (1) Violation of CIPA; (2) Breach of Contract; and (3) Breach of the Implied  
16 Covenant of Good Faith and Fair Dealing.

17 8. Defendant filed a fourth round of pleading challenges (demurrers, motion to strike,  
18 and motion for judgment on the pleadings) as to the Third Amended Class Action Complaint,  
19 demurrers were sustained with leave to amend as to two causes of action, the motion to strike was  
20 granted in part, and the motion for judgment on the pleadings was denied.

21 9. On July 1, 2022, Doe I and II filed a Fourth Amended Class Action Complaint  
22 pleading claims for: (1) Violation of CIPA; (2) Breach of Express Contract; and (3) Breach of  
23 Implied Contract.

24 10. Defendant filed a fifth round of pleading challenges (demurrers to the causes of  
25 action for breach of express and implied contract), which were overruled.

26 11. The material allegations of the original and amended complaints center on  
27 Defendant's alleged disclosure of its patients' personally identifiable information ("PII") and/or  
28 protected health information ("PHI") via cookies, pixels, web beacons, java script, and other

1 technologies to Meta (formerly known as Facebook), Google, and other third parties purportedly  
2 without authorization, allegedly supporting liability under all of the aforementioned previously  
3 pleaded causes of action.

4 12. On October 13, 2022, Defendant filed an Answer and Affirmative Defenses to  
5 Doe I and II's Fourth Amended Class Action Complaint.

6 13. After extensive discovery, on November 14, 2023, Doe I and II filed a Motion for  
7 Class Certification.

8 14. On March 21, 2024, Defendant filed an Opposition to Doe I and II's Motion for  
9 Class Certification.

10 15. On May 16, 2024, Doe I and II filed a Reply in Support of their Motion for Class  
11 Certification.

12 16. Before the Motion for Class Certification was argued or decided, the Parties  
13 participated in a private mediation with the Honorable Retired Judge Gail Andler of JAMS, a  
14 well-respected class action mediator.

15 17. As part of the mediation, and in order to competently assess their relative  
16 negotiating positions, the Parties exchanged mediation briefing, as well as further details on  
17 relevant issues, in addition to the information that was provided in formal discovery relevant to the  
18 issues of class certification and summary judgment, such that the Parties had sufficient  
19 information to assess the strengths and weaknesses of the claims and defenses.

20 18. The mediation took place on June 27, 2024. While the Parties engaged in good  
21 faith negotiations, which at all times were at arms' length, they failed to reach an agreement that  
22 day.

23 19. The Motion for Class Certification and other motions related to it were scheduled  
24 to be heard on August 23, 2024. However, shortly before that hearing was to occur, the Parties  
25 agreed to participate in a second mediation.

26 20. The second mediation took place on September 6, 2024. At the conclusion of the  
27 second mediation, Ret. Judge Andler made a mediator's recommendation to settle the case for  
28 \$21,500,000.00, which the Parties both accepted.

1           21.     Over the ensuing two months, the Parties reached agreement on the remaining  
2 material terms of a class action settlement subject to the terms set forth herein.

3           22.     At all times, Sutter Health has denied and continues to deny any wrongdoing  
4 whatsoever and has denied and continues to deny that it committed or attempted to commit any  
5 wrongful act or violation of law or duty alleged in the Action, and believes it would have prevailed  
6 at summary judgment and/or trial. Nonetheless, taking into account the uncertainty and risks  
7 inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be  
8 fully and finally settled and terminated in the manner and upon the terms and conditions set forth  
9 in this Agreement. This Agreement is a compromise, and the Agreement, any related documents,  
10 and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an  
11 admission or concession of liability or wrongdoing on the part of Defendant, or any of the  
12 Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing  
13 or damage whatsoever.

14           23.     Doe I and II believe that the claims asserted in the Action against Defendant have  
15 merit and that they would have prevailed in certifying a litigation class and at trial. Nonetheless,  
16 Doe I and II and Class Counsel (as defined herein) recognize the expense and delay associated  
17 with continued prosecution of the Action against Defendant through class certification, summary  
18 judgment, trial, and any subsequent appeals. Doe I and II and Class Counsel have also taken into  
19 account the factual and legal defenses presented by Defendants and the uncertain outcome and  
20 risks of litigation, especially in complex class actions, as well as the difficulties inherent in such  
21 litigation. Therefore, Doe I and II and Class Counsel believe it is desirable that the Released  
22 Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their  
23 evaluation, Doe I and II and Class Counsel have concluded that the terms and conditions of this  
24 Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best  
25 interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and  
26 provisions of this Agreement.

27           NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among  
28 Doe I and II, on behalf of themselves and the Settlement Class, and each of them, on the one hand,

1 and Defendant, on the other hand, that upon and subject to the terms and conditions of this  
2 Agreement, and subject to the condition precedent of the Court’s final approval of this Agreement  
3 and the corresponding Judgment having become Final as of the Effective Date, in consideration of  
4 the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the  
5 Released Claims shall be finally and fully compromised, settled, and released, and the Action shall  
6 be dismissed with prejudice.

7 **AGREEMENT**

8 **ARTICLE I**

9 **(Definitions)**

10 As used in this Settlement Agreement, the following terms have the meanings specified  
11 below:

12 1.1. “Action” means *Doe I and Doe II v. Sutter Health*, Case No. 34-2019-00258072-  
13 CU-BT-GDS, pending in the Superior Court of the State of California for the County of  
14 Sacramento.

15 1.2. “Approved Claim” means a Claim Form submitted by a Settlement Class Member  
16 that is: (a) completed by a Settlement Class Member with all of the information requested in the  
17 Claim Form; (b) signed by the Settlement Class Member, physically or electronically;  
18 (c) submitted timely and in accordance with the directions on the Claim Form and the provisions  
19 of this Settlement Agreement; and (d) is approved by the Settlement Administrator pursuant to the  
20 provisions of this Agreement.

21 1.3. “Claim” means a claim for settlement benefits made under the terms of this  
22 Settlement Agreement.

23 1.4. “Claim Form” means the document substantially in the form attached hereto as  
24 Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class  
25 Members who wish to file a Claim for a monetary settlement payment, shall be able to be  
26 submitted in either electronic or paper format in the manner described below.

27 1.5. “Claims Deadline” means the date by which all Claim Forms must be postmarked  
28 or received to be considered timely and shall be set as a date sixty (60) days after entry of the Final

1 Judgment. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as  
2 well as in the Notice and the Claim Form.

3 1.6. “Class Counsel” means Jason “Jay” Barnes and Eric Johnson at the Simmons  
4 Hanly Conroy LLP law firm, along with Jeffrey A. Koncius and Nicole Ramirez Jones at the  
5 Kiesel Law LLP law firm.

6 1.7. “Class Representatives” mean the named Plaintiffs in this Action, Jane Doe I and  
7 Jane Doe II.

8 1.8. “Court” means the Superior Court of the State of California for the County of  
9 Sacramento.

10 1.9. “Defendant” means Sutter Health and all of its subsidiaries and affiliates.

11 1.10. “Defendant’s Counsel” means Robert H. Bunzel, Michael D. Abraham, Stephen C.  
12 Steinberg, and Kerry Duffy of Bartko Pavia LLP.

13 1.11. “Effective Date” means the date ten (10) days after which all of the events and  
14 conditions specified in Paragraph 9.1 have been met and have occurred.

15 1.12. “Exclusion Deadline” means the date by which a written request for exclusion  
16 submitted by a Person within the Settlement Class must be made, which shall be designated as a  
17 date no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the  
18 Court

19 1.13. “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses  
20 awarded by the Court to Class Counsel.

21 1.14. “Final” means one business day following the latest of the following events: (a) the  
22 date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment  
23 approving the Settlement Agreement; (b) if there is an appeal or appeals, other than an appeal or  
24 appeals solely with respect to the Fee Award or Incentive Awards, the date of completion, in a  
25 manner that finally affirms and leaves in place the Final Judgment without any material  
26 modification, of all proceedings arising out of the appeal or appeals (including, but not limited to,  
27 the expiration of all deadlines for motions for intervention, reconsideration or petitions for review  
28 and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any

1 subsequent appeal or appeals following decisions on remand); or (c) the date of final dismissal of  
2 any appeal or the final dismissal of any proceeding on certiorari. Notwithstanding the above, any  
3 order modifying or reversing any Fee Award or Incentive Awards, or appeal solely thereof, made  
4 in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect  
5 of the Judgment.

6 1.15. “Final Approval Hearing” means the hearing before the Court where the Parties  
7 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,  
8 the Fee Award, and the incentive awards to the Class Representatives.

9 1.16. “Final Judgment” means the Final Judgment and Order to be entered by the Court  
10 approving the Agreement after the Final Approval Hearing.

11 1.17. “Net Settlement Fund” means the amount of funds that remain in the Settlement  
12 Fund after funds are paid from or allocated for payment from the Settlement Fund for the  
13 following: (a) reasonable Notice and Claims Administration Costs incurred pursuant to this  
14 Agreement; (b) any taxes owed by the Settlement Fund; (c) any Incentive Awards approved by the  
15 Court; and (d) any Attorneys’ Fees, Costs, and Expenses approved by the Court.

16 1.18. “Notice” means the notice of this proposed Class Action Settlement Agreement and  
17 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set  
18 forth in this Agreement, is consistent with the requirements of Due Process, the laws of California,  
19 and the Constitution of the United States, and is substantially in the form of Exhibits B and C  
20 attached hereto.

21 1.19. “Notice Date” means the date by which the initial Direct Notice set forth in  
22 Paragraph 4.1 is complete, which shall be no later than forty-five (45) days after Preliminary  
23 Approval.

24 1.20. “Objection Deadline” means the date by which a written objection to this  
25 Settlement Agreement must be made, which shall be designated as a date no later than sixty (60)  
26 days after the Notice Date, or such other date as ordered by the Court.

27 1.21. “Person” shall mean, without limitation, any individual, corporation, partnership,  
28 limited partnership, limited liability company, association, joint stock company, estate, trust,

1 unincorporated association, and any business or legal entity, heirs, successors, executors, or  
2 assigns.

3 1.22. "Plaintiffs" means Jane Doe I, Jane Doe II, and the Settlement Class Members.

4 1.23. "Preliminary Approval" means the Court's certification of the Settlement Class for  
5 settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form  
6 and manner of the Notice.

7 1.24. "Preliminary Approval Order" means the order preliminarily approving the  
8 Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing  
9 notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to  
10 the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

11 1.25. "Released Claims" means any and all actual, potential, filed, known or unknown,  
12 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,  
13 rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive,  
14 exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including  
15 "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct,  
16 individual or representative, of every nature and description whatsoever, whether based on state,  
17 federal, local, statutory, or common law or any other law, rule or regulation, against Released  
18 Parties, or any of them, arising out of any alleged facts, transactions, events, matters, occurrences,  
19 acts, disclosures, statements, representations, omissions or failures to act regarding the alleged  
20 disclosure, use, interception, or transfer of information of or related to the respective Settlement  
21 Class Member through use of Google Analytics, the Meta pixel, cookies, pixels, web beacons,  
22 java script, or other tracking, analytics, and/or advertising technologies, including without  
23 limitation all claims that were brought or could have been brought in the Action by or on behalf of  
24 any and all Releasing Parties relating to, concerning, or arising out of Released Parties' respective  
25 use of Google Analytics, the Meta pixel, other cookies, other pixels, web beacons, java script,  
26 and/or any other tracking, analytics, and/or advertising technologies, or the allegations, facts, or  
27 circumstances described at any point of time in the Action.

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1           1.26. “Released Parties” means Sutter Health and all of its subsidiaries and affiliates,  
2 and each of them, as well as any and all of their respective present or past heirs, executors, estates,  
3 administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors,  
4 licensees, associates, affiliates, employers, employees, agents, consultants, independent  
5 contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,  
6 members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders,  
7 auditors, investment advisors, legal representatives, successors in interest, assigns and companies,  
8 firms, trusts, and corporations. Released Parties does not include Meta, Google, or any other  
9 tracking, analytics, and/or advertising technologies companies to the extent they may be liable, if  
10 at all, for their own actions.

11           1.27. “Releasing Parties” means Doe I and II, those Settlement Class Members who do  
12 not timely opt out of the Settlement Class, and all of their respective present or past heirs,  
13 executors, estates, administrators, successors, assigns, and any other Person claiming by, through,  
14 or under the Settlement Class Member.

15           1.28. “Settlement Administration Expenses” means the expenses incurred by the  
16 Settlement Administrator in providing Notice, processing claims, responding to inquiries from  
17 members of the Settlement Class, mailing checks for Approved Claims, and related services.

18           1.29. “Settlement Administrator” means Epiq or such other reputable administration  
19 company that has been selected by the Parties and approved by the Court to oversee the  
20 distribution of Notice, as well as the processing and payment of Approved Claims to the  
21 Settlement Class as set forth in this Agreement.

22           1.30. “Settlement Class” means all individuals who were California residents at the time  
23 they logged into their own Sutter Health MyHealthOnline portal account for purposes relating to  
24 their own healthcare from June 10, 2015, through March 20, 2020. Excluded from the Settlement  
25 Class are: (a) any Judge presiding over this Action, any members of the Judges’ respective staffs,  
26 and immediate members of the Judge’s family; (b) officers and directors of Defendant, its  
27 subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant has a  
28 controlling interest; (c) persons who timely and validly request exclusion from and/or opt-out of

1 the Settlement Class; and (d) the legal representatives, successors or assigns of any such excluded  
2 persons.

3 1.31. "Settlement Class Member" means a Person who falls within the definition of the  
4 Settlement Class as set forth above.

5 1.32. "Settlement Fund" means the sum of twenty-one million five hundred thousand  
6 dollars and no cents (\$21,500,000.00), to be paid by Defendant as specified in this Agreement.

7 1.33. "Settlement Website" means a website, referenced in Section 4(e) below, to be  
8 established, operated, and maintained by the Settlement Administrator for purposes of providing  
9 notice and otherwise making available to the Settlement Class Members certain documents,  
10 information, and online claims submission process.

11 1.34. "United States" as used in this Settlement Agreement includes the District of  
12 Columbia, all States, and all territories.

13 1.35. "Unknown Claims" means any of the Released Claims that any of the Releasing  
14 Parties do not know or suspect to exist, which, if known by him or her, might have affected his or  
15 her settlement with, and release of, the Released Parties or the Released Claims or might have  
16 affected his or her decision to agree, object or not to object to and/or participate in the Settlement.  
17 Upon the Effective Date, Doe I and II expressly shall have, and all other Releasing Parties shall be  
18 deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished,  
19 to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the  
20 California Civil Code, which provides as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
24 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
25 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
26 OR RELEASED PARTY.

27 Upon the Effective Date, Doe I and II expressly shall have, and all other Releasing Parties  
28 also shall be deemed to have, and by operation of the Judgment shall have, waived any and  
all provisions, rights and benefits conferred by any law of any state or territory of the  
United States (including, without limitation, Montana Code Ann. § 28-1-1602; North

1 Dakota Cent. Code § 9- 13-02; and South Dakota Codified Laws § 20-7-11), or principle  
2 of common law, or the law of any jurisdiction outside of the United States, which is  
3 similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing  
4 Parties acknowledge that they may discover facts in addition to or different from those that  
5 they now know or believe to be true with respect to the subject matter of this release, but  
6 that it is their intention to finally and forever settle and release the Released Claims,  
7 notwithstanding any Unknown Claims they may have, as that term is defined in this  
8 Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by  
9 operation of the Judgment to have acknowledged, that the foregoing waiver is a material  
10 element of the Settlement Agreement of which this release is a part. For the avoidance of  
11 doubt, the Parties expressly acknowledge that no Class Member is waiving their rights  
12 under § 1542 of the California Civil Code or any other related law or provision as  
13 referenced in this Paragraph for unknown claims that are not encompassed by the  
14 definition of Released Claims, e.g., that are wholly unrelated to use of Google Analytics,  
15 the Meta pixel, cookies, pixels, web beacons, java script, or other tracking, analytics,  
16 and/or advertising technologies.

17 ARTICLE II

18 (Settlement Relief)

19 2.1. Creation of the Settlement Fund: Defendant agrees that it will make a total,  
20 combined payment of twenty-one million five hundred thousand dollars and no cents  
21 (\$21,500,000.00) and deposit that payment into the Settlement Fund as follows: (a) Defendant  
22 shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the  
23 Settlement Fund thirty (30) Days after this Court enters the Preliminary Approval Order, which  
24 shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the  
25 Final Approval Order and Final Judgment, and (b) Defendant shall pay the balance of the  
26 Settlement Fund, Twenty-One Million Two Hundred and Fifty Thousand Dollars and No Cents  
27 (\$21,250,000.00), thirty (30) Days after the Effective Date. For the avoidance of doubt, and for  
28 purposes of this Settlement Agreement only, Defendant's and its insurers' total obligation to pay

1 may not exceed for any reason twenty-one million five hundred thousand dollars and no cents  
2 (\$21,500,000.00), inclusive of attorneys' fees awards, incentive awards, costs, and expenses. The  
3 timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement  
4 Administrator for the Settlement Fund and on the Settlement Administrator signing a Business  
5 Associate Agreement with Defendant in a form agreeable to Defendant by the date that the  
6 Preliminary Approval Order is issued. If Defendant does not receive this information and Business  
7 Associate Agreement by the date that the Preliminary Approval Order is issued, the payments  
8 specified by this paragraph shall be made within thirty (30) days after Defendant receives this  
9 information and the executed Business Associate Agreement in a form agreeable to Defendant.

10       2.2.     Custody of the Settlement Fund: The Settlement Fund shall be deposited in an  
11 appropriate trust account established by the Settlement Administrator but shall remain subject to  
12 the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed  
13 pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this  
14 Agreement is voided, terminated, or cancelled. In the event this Agreement is voided, terminated,  
15 or cancelled due to lack of approval from the Court or any other reason: (a) the Plaintiffs and Class  
16 Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that  
17 have been paid or incurred in accordance with the terms and conditions of this Agreement; (b) any  
18 amounts remaining in the Settlement Fund after payment of Notice and Claims Administration  
19 Costs paid or incurred in accordance with the terms and conditions of this Agreement, including  
20 all interest earned on the Settlement Fund net of any taxes, shall be returned to Sutter Health; and  
21 (c) no other Person shall have any further claim whatsoever to such amounts.

22       2.3.     Use of the Settlement Fund: As further described in this Agreement, the Settlement  
23 Fund shall be used by the Settlement Administrator to pay for: (a) reasonable Notice and Claims  
24 Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties  
25 and approved by the Court; (b) any Incentive Awards approved by the Court; (c) any Fee and Cost  
26 Award as approved by the Court; and (d) any benefits to Settlement Class Members, pursuant to  
27 the terms and conditions of this Agreement.

28



1           2.8.    Schedule of Payments: The Settlement Administrator will make payments in  
2 accordance with the following schedule:

3                   (a)    *Notice and Other Administrative Costs.* Amounts for Notice and Other  
4 Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced and  
5 become due and owing.

6                   (b)    *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to  
7 be paid as described at Section 8.1, below.

8                   (c)    *Incentive Awards.* Amounts equal to Plaintiffs' incentive awards as ordered  
9 by the Court, to be paid as described at Section 8.3, below.

10                  (d)    *Payment of Valid Approved Claims.* An amount equal to a pro rata share of  
11 the Net Settlement Fund for each Approved Claim, not to exceed \$90.00 per Claim, which amount  
12 is to be paid one hundred twenty (120) days after the Final Judgment.

13                  (e)    *Payment of Cy Pres Donation.* Any residual funds remaining in the Net  
14 Settlement Fund after administration of the Settlement Agreement will be donated pursuant to  
15 Section 2.13 below.

16           2.9.    Claims Process: Each Settlement Class Member will be entitled to submit a Claim  
17 Form for a payment, consistent with this section and as determined by the Court.

18                   (a)    *Payment.* Each Settlement Class member may complete and submit a single  
19 Claim Form that will, if valid and approved by the Settlement Administrator, entitle him or her to  
20 a payment of a pro rata share of the Net Settlement Fund, not to exceed Ninety Dollars (\$90.00).

21                   (b)    *Method of Payment.* Each Settlement Class Member may choose to receive  
22 his or her payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default  
23 payment method if a Settlement Class Member does not state a preferred method of payment.

24                   (c)    *Timing of Payment.* Payments for Approved Claims will be paid one  
25 hundred twenty (120) days after the Effective Date.

26           2.10.   Proof of Claim: A maximum of one Claim, submitted on a single Claim Form, may  
27 be submitted by and/or approved by the Settlement Administrator for each Settlement Class  
28 Member.





1 event transmission of email notice results in any “bounce-backs,” the Settlement Administrator  
2 shall, where reasonable: (i) for any email notice for which a bounce code is received indicating  
3 that the message was undeliverable for reasons such as an inactive or disabled account, the  
4 recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts will be  
5 made to deliver the notice by email, and (ii) send Notice substantially in the form attached as  
6 Exhibit C via First Class U.S. Mail.

7 (c) *Update Addresses.* Before mailing any Notice, the Settlement Administrator  
8 will update the U.S. mail addresses of individuals on the Class List using the National Change of  
9 Address database and other available resources deemed suitable by the Settlement Administrator.  
10 The Settlement Administrator shall take all reasonable steps to obtain the correct address of any  
11 Settlement Class Member for whom Notice is returned by the U.S. Postal Service as undeliverable  
12 and will attempt re-mailings. Remailings will not continue past the opt out deadline.

13 (d) *Reminder Notice.* Both thirty (30) and seven (7) days before the Claims  
14 Deadline, the Settlement Administrator shall again send Notice via email substantially in the form  
15 attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder  
16 email rather than an initial notice), along with an electronic link to the Claim Form, to all  
17 Settlement Class Members for whom a valid email address is available in the Class List. Such  
18 reminder notice need not be sent to those who already submitted a Claim Form or Request for  
19 Exclusion.

20 (e) *Settlement Website.* No later than one (1) day before the Notice Date, Notice  
21 shall be provided on a website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) which shall be  
22 administered and maintained by the Settlement Administrator and shall include the ability to file  
23 Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the  
24 form of Exhibit D hereto. The Settlement Website shall be updated to include copies of key  
25 documents, including the Court’s Order Granting Preliminary Approval and, if and when  
26 available, the Court’s Order Granting Final Approval, the Court’s Order Granting Fees and Costs,  
27 and the Notice of Entry of Final Judgment.

28



1           4.5.    A Settlement Class Member may request to be excluded from the Settlement Class  
2 by sending a written request postmarked on or before the Exclusion Deadline approved by the  
3 Court and specified in the Notice. To exercise the right to be excluded, a Person who otherwise  
4 would be in the Settlement Class must timely send a written request for exclusion to the  
5 Settlement Administrator as specified in the Notice, providing his/her name and address, a  
6 signature, the name and number of the case, and a statement that he or she wishes to be excluded  
7 from the Settlement Class for purposes of this Settlement. A request to be excluded that does not  
8 include all of this information, or that is sent to an address other than that designated in the Notice,  
9 or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such  
10 a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class  
11 Member by this Agreement, if this Agreement is approved. Any member of the Settlement Class  
12 who validly elects to be excluded from this Agreement shall not: (a) be bound by any orders or the  
13 Final Judgment; (b) be entitled to relief under this Settlement Agreement; (c) gain any rights by  
14 virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. The request  
15 for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or  
16 “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or  
17 received by the Exclusion Deadline specified in the Notice.

18           4.6.    The Final Approval Hearing shall be no earlier than ninety (90) days after the  
19 Notice described in Paragraph 4.1 is provided.

20           4.7.    Any Settlement Class Member who does not file a valid Claim Form, shall not be  
21 entitled to receive any payment pursuant to this Agreement, but will otherwise be bound by all of  
22 the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action  
23 and the Releases provided for in the Agreement, and will be barred from bringing any action  
24 against any of the Released Parties concerning the Released Claims.

25           4.8.    No Person shall have any claim against the Defendant, Defendant’s Counsel, and/or  
26 Defendant’s insurers based on distributions of benefits to Settlement Class Members.

27           4.9.    No public statements will be made about the Settlement by Class Counsel, the  
28 Class Representatives, Defendant, or Defendant’s Counsel, except that if they are asked about the

1 Settlement, they will provide the following response: “Without any admission of liability or fault,  
2 Sutter Health and Plaintiffs have reached an amicable settlement in the *Doe v. Sutter Health* case.  
3 Further information can be found at the following website—www.  
4 SutterAnalyticsSettlement.com—and/or obtained from the Settlement Administrator.”.

5 ARTICLE V

6 (Settlement Administration)

7 5.1. The Settlement Administrator shall, under the supervision of the Court, administer  
8 this Settlement Agreement, including payment of taxes and processing Claim Forms in a rational,  
9 responsive, cost effective, and timely manner. The Settlement Administrator shall maintain  
10 reasonably detailed records of its activities under this Agreement. The Settlement Administrator  
11 shall maintain all such records as are required by applicable law in accordance with its normal  
12 business practices and consistent with the terms of the Settlement Administrator’s Business  
13 Associate Agreement with Defendant. The Settlement Administrator shall provide reports and  
14 other information to the Court as the Court may require. The Settlement Administrator shall  
15 provide Class Counsel and Defendant’s Counsel with information concerning Notice,  
16 administration, and implementation of the Settlement Agreement, but without disclosing the Class  
17 List or otherwise personally identifying any Settlement Class Member who has not otherwise  
18 identified themselves. Should the Court request, the Parties shall submit a timely report to the  
19 Court summarizing the work performed by the Settlement Administrator, including a report of all  
20 amounts paid to Settlement Class Members on account of Approved Claims and any amounts paid  
21 to the Court approved cy pres recipient(s). Without limiting the foregoing, the Settlement  
22 Administrator shall:

23 (a) Receive requests to be excluded from the Settlement Class and other  
24 requests and promptly provide to Class Counsel and Defendant’s Counsel copies thereof. If the  
25 Settlement Administrator receives any exclusion forms or other requests after the deadline for the  
26 submission of such forms and/or requests, the Settlement Administrator shall promptly provide  
27 copies thereof to Class Counsel and Defendant’s Counsel; and  
28

1 (b) Provide weekly reports to Class Counsel and Defendant's Counsel,  
2 including without limitation, reports regarding the number of Claim Forms received, the number  
3 approved by the Settlement Administrator, and the categorization and description of Claim Forms  
4 rejected, in whole or in part, by the Settlement Administrator.

5 5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to  
6 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.  
7 The Settlement Administrator will reject any claim that does not comply in any material respect  
8 with the instructions on the Claim Form or the terms above, or is submitted after the Claims  
9 Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must  
10 be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within  
11 twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any  
12 Person who has submitted a Claim Form to obtain additional information necessary to verify the  
13 Claim Form. Epiq shall not be required to send such notice where such Claim Form is being  
14 rejected on the basis of it being a fraudulent claim and Counsel for the Parties agree.

15 5.3. Class Counsel and Defendant's Counsel may meet and confer to resolve any denied  
16 Claims. If Class Counsel and Defendant's Counsel jointly recommend payment of the rejected  
17 Claim, then Defendants' Counsel shall inform the Settlement Administrator to pay said Claim. If  
18 Class Counsel and Defendant's Counsel disagree as to whether a Claim should be paid, they shall  
19 so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall  
20 make a final determination as to whether the Claim shall be paid.

21 5.4. In the exercise of its duties outlined in this Agreement, the Settlement  
22 Administrator shall have the right to reasonably request additional information from the Parties or  
23 any Settlement Class Member.

24 5.5. The Settlement Administrator will pay any taxes owed due to the Settlement Fund  
25 from the Settlement Fund.

26 5.6. The Settlement Administrator will pay any residual funds in the Settlement Fund to  
27 the Court approved cy pres recipient(s).

28

1 ARTICLE VI

2 (Termination of Settlement)

3 6.1. Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on  
4 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing  
5 written notice of the election to do so (“Termination Notice”) to all other Parties hereto within  
6 twenty-one (21) days of any of the following events: (a) the Court’s refusal to grant Preliminary  
7 Approval of this Agreement in any material respect; (b) the Court’s refusal to grant final approval  
8 of this Agreement in any material respect; (c) the Court’s refusal to enter the Final Judgment in  
9 this Action in any material respect; (d) the date upon which the Final Judgment is modified or  
10 reversed in any material respect by the Court of Appeal or the Supreme Court; or (e) the date upon  
11 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or  
12 reversed in any material respect by the Court of Appeal or the Supreme Court.

13 6.2. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the  
14 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class  
15 Counsel within seven (7) days if more than an agreed upon number of the total Settlement Class  
16 Members exercise their right to opt out of the Settlement. Such number will be set forth in a  
17 separate, signed document by the Parties and is part of this Agreement and the Parties will  
18 confidentially advise the Court of this part of the Agreement.

19 6.3. The Parties agree that the Court's failure to approve, in whole or in part, the  
20 attorneys’ fees payment to Class Counsel and/or the incentive awards set forth in Paragraph 8  
21 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for  
22 termination. The procedures for any application for approval of attorneys’ fees, expenses, or  
23 incentive awards are to be considered by the Court separately from the Court’s consideration of  
24 the fairness, reasonableness, and adequacy of the Settlement.

25 ARTICLE VII

26 (Preliminary Approval Order and Final Approval Order)

27 7.1. Promptly after the execution of this Settlement Agreement, Class Counsel shall  
28 submit this Agreement together with its Exhibits to the Court and shall move the Court for

1 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement  
2 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;  
3 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date  
4 and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A,  
5 B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without  
6 further approval from the Court, to agree to and adopt such amendments, modifications and  
7 expansions of the Settlement Agreement and its implementing documents (including all exhibits to  
8 this Agreement) so long as they are consistent in all material respects with the terms of the  
9 Settlement Agreement and do not limit or impair the rights of the Settlement Class. Class Counsel  
10 will provide a draft of their motion for Preliminary Approval of the Settlement Agreement to  
11 Defendant's counsel at least four days before filing such motion and will consider Defendant's  
12 comments on such motion before filing it.

13           7.2. Defendant's agreement as to certification of the Settlement Class is solely for  
14 purposes of effectuating the Settlement and no other purpose. Defendant retains all of its  
15 objections, arguments, and defenses with respect to class certification and any other issue, and  
16 reserve all rights to contest class certification and any other issue if the Settlement set out in this  
17 Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's  
18 approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if  
19 the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The  
20 Parties acknowledge that there has been no stipulation to any classes or certification of any classes  
21 for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this  
22 Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on  
23 appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth  
24 in this Settlement Agreement otherwise fails to become effective, this agreement as to certification  
25 of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any  
26 other settlement-related statement may not be cited regarding certification of the Class, or in  
27 support of an argument for certifying any class for any purpose related to this Action or any other  
28 proceeding.

1           7.3.    At the time of the submission of this Agreement to the Court as described above,  
2 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing  
3 and approve the settlement of the Action as set forth herein.

4           7.4.    After Notice is given, the Parties shall request and seek to obtain from the Court a  
5 Final Judgment, which will (among other things):

6                   (a)    find that the Court has personal jurisdiction over all Settlement Class  
7 Members and that the Court has subject matter jurisdiction to approve the Agreement, including  
8 all exhibits thereto;

9                   (b)    approve the Settlement Agreement and the proposed settlement as fair,  
10 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct  
11 the Parties and their counsel to implement and consummate the Agreement according to its terms  
12 and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive  
13 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of  
14 Plaintiffs and Releasing Parties;

15                   (c)    find that the Notice Plan implemented pursuant to the Agreement:  
16 (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is  
17 reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of  
18 the Action, their right to object to or exclude themselves from the proposed Agreement, and to  
19 appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and  
20 sufficient notice to all persons entitled to receive notice; (iv) meets all applicable requirements of  
21 the laws of California, the Due Process Clauses of the United States and California Constitutions,  
22 and the rules of the Court; and (v) that Notice of Entry of the Court's Order Granting Final  
23 Approval, Order Awarding Fees and Costs, and/or Final Judgment via the Settlement Website is  
24 reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive  
25 notice thereof and begins the accrual of the respective time period for any appeal, notice of appeal,  
26 motion to vacate, notice of intention to move to vacate, or other motion or other filing;

27                   (d)    find that the Class Representatives and Class Counsel adequately represent  
28 the Settlement Class for purposes of entering into and implementing the Agreement;

1 (e) dismiss the Action (including all individual claims and Settlement Class  
2 Claims presented thereby) on the merits and with prejudice, without fees or costs to any party  
3 except as provided in the Settlement Agreement;

4 (f) incorporate the Release set forth above, make the Release effective as of the  
5 date of the Effective Date, and forever discharge the Released Parties as set forth herein;

6 (g) permanently bar and enjoin all Settlement Class Members who have not  
7 been properly excluded from the respective Settlement Class from filing, commencing,  
8 prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or  
9 other action in any jurisdiction based on the Released Claims;

10 (h) without affecting the finality of the Final Judgment for purposes of appeal,  
11 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and  
12 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary  
13 purpose; and

14 (i) incorporate any other provisions, as the Court deems necessary and just.

15 ARTICLE VIII

16 (Class Counsel Attorneys' Fees Award and Reimbursement of Expenses; Incentive Awards)

17 8.1. Class Counsel will move the Court for a Fee Award. Defendant agrees to not object  
18 to or otherwise challenge, directly or indirectly, the amount sought in Class Counsel's motion for  
19 reasonable attorneys' fees if the amount does not exceed \$7,095,000 (33% of the total monetary  
20 settlement), though Defendant reserves the right to file a response limited to addressing any  
21 assertions about its alleged conduct addressed in the Action. Class Counsel, in turn, agrees to seek  
22 no more than the amount set forth in this Paragraph from the Court in attorneys' fees. Class  
23 Counsel will also move for reimbursement of costs and expenses. The motion for fees and costs  
24 will be filed sixty (60) days after entry of the Preliminary Approval Order. Class Counsel will  
25 provide a draft of their motion for a Fee Award to Defendant's counsel at least four days before  
26 filing such motion and will consider Defendant's comments on such motion before filing it.

27 8.2. The Fee Award shall be payable within ten (10) days after the Effective Date,  
28 provided all payment routing information and tax I.D. numbers for Class Counsel have been

1 provided. Payment of the Fee Award shall be made by the Settlement Administrator by wire  
2 transfer to Class Counsel in accordance with the instructions to be provided by Class Counsel,  
3 after completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

4 8.3. Subject to Court approval, the Class Representatives may each be paid an incentive  
5 award by Defendant, in addition to any settlement payment as a result of an Approved Claim  
6 pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class.  
7 The Class Representatives may each request an incentive award of up to \$10,000. Defendant will  
8 not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the  
9 incentive awards to the Class Representatives if limited to these amounts. Class Counsel, in turn,  
10 agrees to seek no more than these amounts from the Court as incentive awards for the Class  
11 Representatives. Such awards will be paid by the Settlement Administrator within ten (10) days  
12 after the Effective Date. Payment of the incentive awards shall be made by the Settlement  
13 Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly  
14 provided by Class Counsel.

15 ARTICLE IX

16 (Conditions of Settlement, Effect of Disapproval, Cancellation or Termination)

17 9.1. The Effective Date of this Settlement Agreement shall not occur unless and until  
18 each of the following events occurs and shall be the date upon which the last (in time) of the  
19 following events occurs:

- 20 (a) The Parties and their counsel have executed this Agreement;
- 21 (b) The Court has entered the Preliminary Approval Order;
- 22 (c) The Court has entered an order finally approving the Agreement, following  
23 Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with  
24 this Agreement in all material respects; and
- 25 (d) The Final Judgment has become Final, as defined above, or, in the event  
26 that the Court enters an order and final judgment in a form other than that provided above  
27 ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment  
28 becomes Final.



1           10.2. The Parties intend this Settlement Agreement to be a final and complete resolution  
2 of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement  
3 Class and each or any of them, on the one hand, against the Released Parties, and each or any of  
4 the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum  
5 that the Action was brought by Plaintiffs or defended by Defendants, or each or any of them, in  
6 bad faith or without a reasonable basis.

7           10.3. The Parties have relied upon the advice and representation of counsel, selected by  
8 them, concerning their respective legal liability for the claims hereby released. The Parties have  
9 read and understand fully the above and foregoing agreement and have been fully advised as to the  
10 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11           10.4. Whether or not the Effective Date occurs or the Settlement Agreement is  
12 terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or  
13 document executed pursuant to or in furtherance of this Agreement or the settlement:

14                   (a) is, may be deemed, or shall be used, offered or received against the  
15 Released Parties, or each or any of them, as an admission, concession or evidence of, the validity  
16 of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense  
17 that has been or could have been asserted in the Action, the violation of any law or statute, the  
18 reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability,  
19 negligence, or fault of the Released Parties, or any of them;

20                   (b) is, may be deemed, or shall be used, offered or received against Defendants,  
21 as an admission, concession or evidence of any fault, misrepresentation or omission with respect  
22 to any statement or written document approved or made by the Released Parties, or any of them;

23                   (c) is, may be deemed, or shall be used, offered or received against the  
24 Released Parties, or each or any of them, as an admission or concession with respect to any  
25 liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or  
26 administrative proceeding in any court, administrative agency or other tribunal. However, the  
27 Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of  
28 or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be

1 necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is  
2 approved by the Court, any Party or any of the Released Parties may file this Agreement and/or  
3 the Final Judgment in any action that may be brought against such Party or Parties in order to  
4 support a defense or counterclaim based on principles of res judicata, collateral estoppel, release,  
5 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue  
6 preclusion or similar defense or counterclaim;

7 (d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement  
8 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any  
9 of them, as an admission or concession that the consideration to be given hereunder represents an  
10 amount equal to, less than or greater than that amount that could have or would have been  
11 recovered after trial; and

12 (e) is, may be deemed, or shall be construed as or received in evidence as an  
13 admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and  
14 any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims  
15 are with or without merit or that damages recoverable in the Action would have exceeded or  
16 would have been less than any particular amount.

17 10.5. The headings used herein are used for the purpose of convenience only and are not  
18 meant to have legal effect.

19 10.6. The waiver by one Party of any breach of this Agreement by any other Party shall  
20 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

21 10.7. All of the Exhibits to this Agreement are material and integral parts thereof and are  
22 fully incorporated herein by this reference.

23 10.8. This Agreement and its Exhibits set forth the entire agreement and understanding  
24 of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,  
25 agreements, arrangements and undertakings with respect to the matters set forth herein. No  
26 representations, warranties or inducements have been made to any Party concerning this  
27 Settlement Agreement or its Exhibits other than the representations, warranties and covenants  
28 contained and memorialized in such documents. This Agreement may be amended or modified

1 only by a written instrument signed by or on behalf of all Parties or their respective successors- in-  
2 interest.

3 10.9. Except as otherwise provided herein, each Party shall bear its own costs and  
4 attorney's fees.

5 10.10. Plaintiffs represent and warrant that they have not assigned any claim or right or  
6 interest therein as against the Released Parties to any other Person or Party and that they are fully  
7 entitled to release the same.

8 10.11. Each counsel or other Person executing this Settlement Agreement, any of its  
9 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and  
10 represents that such Person has the full authority to do so and has the authority to take appropriate  
11 action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class  
12 Counsel in particular warrants that they are authorized to execute this Settlement Agreement as to  
13 form on behalf of Doe I and II and the Settlement Class (subject to final approval by the Court  
14 after notice to all Settlement Class Members), and that all actions necessary for the execution of  
15 this Settlement Agreement have been taken.

16 10.12. This Agreement may be executed in one or more counterparts. Signature by digital  
17 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All  
18 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
19 complete set of original executed counterparts shall be filed with the Court if the Court so  
20 requests.

21 10.13. This Settlement Agreement shall be binding upon, and inure to the benefit of, the  
22 successors and assigns of the Parties hereto and the Released Parties.

23 10.14. The Court shall retain jurisdiction with respect to implementation and enforcement  
24 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for  
25 purposes of implementing and enforcing the Settlement embodied in this Agreement.

26 10.15. This Settlement Agreement shall be governed by and construed in accordance with  
27 the laws of the State of California.

28



1 AGREED TO BY THE PARTIES:

2 DATED: May 16, 2025

JANE DOE I

*Jane Doe I*

Jane Doe I, individually and as representative of  
the Class

6 DATED: May \_\_, 2025

JANE DOE II

Jane Doe II, individually and as representative of  
the Class

10 DATED: May \_\_, 2025

SUTTER HEALTH

By:

Jonathan Ma, Chief Financial Officer

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May \_\_, 2025

KIESEL LAW LLP

By:

Jeffrey A. Koncius  
Attorneys for Plaintiffs

20 DATED: May \_\_, 2025

SIMMONS HANLY CONROY LLP

By:

Eric Johnson  
Attorneys for Plaintiffs

24 DATED: May \_\_, 2025

BARTKO PAVIA LLP

By:

Michael D. Abraham  
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: May \_\_\_, 2025

JANE DOE I

3

4

\_\_\_\_\_  
Jane Doe I, individually and as representative of  
the Class

5

6 DATED: May 16, 2025

JANE DOE II

7

*Jane Doe II*

8

\_\_\_\_\_  
Jane Doe II, individually and as representative of  
the Class

9

10 DATED: May \_\_\_, 2025

SUTTER HEALTH

11

12

By: \_\_\_\_\_

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May \_\_\_, 2025

KIESEL LAW LLP

17

18

By: \_\_\_\_\_

Jeffrey A. Koncius  
Attorneys for Plaintiffs

19

20 DATED: May \_\_\_, 2025

SIMMONS HANLY CONROY LLP

21

22

By: \_\_\_\_\_

Eric Johnson  
Attorneys for Plaintiffs

23

24 DATED: May \_\_\_, 2025

BARTKO PAVIA LLP

25

26

By: \_\_\_\_\_

Michael D. Abraham  
Attorneys for Defendant SUTTER HEALTH

27

28

1 AGREED TO BY THE PARTIES:

2 DATED: May \_\_\_, 2025

JANE DOE I

3

4

\_\_\_\_\_  
Jane Doe I, individually and as representative of  
the Class

5

6 DATED: May \_\_\_, 2025

JANE DOE II

7

8

\_\_\_\_\_  
Jane Doe II, individually and as representative of  
the Class

9

10 DATED: May 16, 2025

SUTTER HEALTH

11

12

By: Jonathan Ma

13

\_\_\_\_\_  
Jonathan Ma, Chief Financial Officer

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May \_\_\_, 2025

KIESEL LAW LLP

17

18

By: \_\_\_\_\_

Jeffrey A. Koncius  
Attorneys for Plaintiffs

19

20 DATED: May \_\_\_, 2025

SIMMONS HANLY CONROY LLP

21

22

By: \_\_\_\_\_

Eric Johnson  
Attorneys for Plaintiffs

23

24 DATED: May 16, 2025

BARTKO PAVIA LLP

25

26

By: Michael Abraham  
Michael Abraham (May 16, 2025 13:38 PDT)

27

\_\_\_\_\_  
Michael D. Abraham  
Attorneys for Defendant SUTTER HEALTH

28

1 AGREED TO BY THE PARTIES:

2 DATED: May \_\_\_\_, 2025

JANE DOE I

3

4

\_\_\_\_\_  
Jane Doe I, individually and as representative of  
the Class

5

6 DATED: May \_\_\_\_, 2025

JANE DOE II

7

8

\_\_\_\_\_  
Jane Doe II, individually and as representative of  
the Class

9

10 DATED: May \_\_\_\_, 2025

SUTTER HEALTH

11

12

By: \_\_\_\_\_

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:


16 DATED: May 16, 2025

KIESEL LAW LLP

17

18

By: \_\_\_\_\_

  
Jeffrey A. Koncius  
Attorneys for Plaintiffs

19

20 DATED: May \_\_\_\_, 2025

SIMMONS HANLY CONROY LLP

21

22

By: \_\_\_\_\_

Eric Johnson  
Attorneys for Plaintiffs

23

24 DATED: May \_\_\_\_, 2025

BARTKO PAVIA LLP

25

26

By: \_\_\_\_\_

Michael D. Abraham

27

28

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the Class

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6 DATED: May \_\_\_, 2025

JANE DOE II

7

8

\_\_\_\_\_  
Jane Doe II, individually and as representative of  
the Class

9

10 DATED: May \_\_\_, 2025

SUTTER HEALTH

11

12

By: \_\_\_\_\_

Jonathan Ma, Chief Financial Officer

13

14

15 APPROVED AS TO FORM BY THE PARTIES' COUNSEL:

16 DATED: May \_\_\_, 2025

KIESEL LAW LLP

17

18

By: \_\_\_\_\_

Jeffrey A. Koncius  
Attorneys for Plaintiffs

19

20 DATED: May 19, 2025

SIMMONS HANLY CONROY LLP

21

22

By:  \_\_\_\_\_

Eric Johnson  
Attorneys for Plaintiffs

23

24 DATED: May \_\_\_, 2025

BARTKO PAVIA LLP

25

26

By: \_\_\_\_\_

Michael D. Abraham  
Attorneys for Defendant SUTTER HEALTH

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# **EXHIBIT “A”**

*Jane Doe I and Jane Doe II, et al. v. Sutter Health*  
In the Superior Court of California County of Sacramento, Case No. 34-2019-00258072  
**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before Month DD, 20YY, or submitted online by Month DD, 20YY.**

Please read the full notice of this settlement (available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)) carefully before filling out this Claim Form. To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Submit a claim at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**MAIL:** Sutter Health Analytics Litigation  
Settlement Administrator  
P.O. Box XXXX  
Portland, OR 972XX-XXXX

**PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME	MI	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>
ADDRESS		
<input type="text"/>		
CITY	STATE	ZIP CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>
EMAIL ADDRESS		
<input type="text"/>		
UNIQUE NOTICE ID		
<input type="text"/>		

**POTENTIAL CASH PAYMENT:** You may be eligible to receive a cash payment of a pro rata share of the available settlement funds not to exceed Ninety Dollars (\$90.00) if you logged into Sutter Health's MyHealthOnline portal for purposes of addressing your health from June 10, 2015, through March 20, 2020.

Your cash payment will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Venmo	<input type="checkbox"/>	Venmo Username:	<input type="text"/>
PayPal	<input type="checkbox"/>	PayPal Email:	<input type="text"/>
Zelle	<input type="checkbox"/>	Zelle Email:	<input type="text"/>

**PART TWO: ATTESTATION**

I affirm under the laws of the United States of America and the State of California that between June 10, 2015, through March 20, 2020, I logged into Sutter Health's MyHealthOnline portal for purposes of addressing my health, and that all of the information on this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification, and review by the Settlement Administrator and Court.

<input style="width: 95%; height: 30px;" type="text"/>	DATE: <input type="text"/> - <input type="text"/> - <input type="text"/>
SIGNATURE	MM DD YYYY

**Please keep a copy of your Claim Form for your records.**  
**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

# **EXHIBIT “B”**

From: EMAIL ADDRESS  
To: EMAIL ADDRESS  
Re: Court Ordered Notice of Class Action Settlement

<<Unique ID>> <<PIN>>

*Jane Doe I and Jane Doe II v. Sutter Health*, Case No. 34-2019-00258072  
Superior Court of California, County of Sacramento

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

**You can learn more at: [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or file a Claim Form [here](#).**

A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these legal claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

The purpose of this Notice is to inform you of the class action and the settlement so you may decide whether to participate, opt out, object, or do nothing.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund, not to exceed to \$90.

**Cy Pres Distribution of the Residual Settlement Funds.** Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

**Other Payments.** The Settlement Fund will also be used to pay the notice and administration expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

**How Do I Get a Payment?** You must submit a timely and valid Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out, **postmarked by MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the legal claims covered by the releases. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement and any judgments and orders.

**Who Represents Me?** The Court has appointed lawyers to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement and How To Obtain Additional Information?** The Court will hold the Final Approval Hearing at \_\_\_\_ .M. on **Month DD, 20YY**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so. After entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

**This notice is a summary.** Learn more [here](#) or call toll-free at 1-XXX-XXX-XXXX.

**Si desea recibir esta notificación en español, llámenos o visite nuestra página web:**  
**[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

# **EXHIBIT “C”**

Sutter Health Analytics Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**BARCODE  
NO-PRINT  
ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

*Jane Doe I and Jane Doe II, et al. v. Sutter Health,*  
Case No. 34-2019-00258072-CU-BT-GDS,  
Superior Court of California, Sacramento County

**If you were a California resident when  
you logged into your own Sutter Health  
MyHealthOnline portal account  
between June 10, 2015, and March 20,  
2020, for purposes related to your own  
healthcare, you may be entitled to a  
cash payment from a Settlement.**

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

**Si desea recibir esta notificación en español,  
llámenos o visite nuestra página web:  
[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

A settlement has been reached in a class action lawsuit involving claims that Sutter Health (“Defendant”) disclosed patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of its use of third-party tracking technologies on certain webpages, including the login webpage for its MyHealthOnline portal (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Sutter Health denies the claims and any wrongdoing or liability, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.

**Am I a Settlement Class Member?** Our records indicate you may be a member of the Settlement Class, which includes all individuals who were California residents at the time they logged into their Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

**What Can I Get?** If you are a Settlement Class Member, you are eligible to submit a Claim Form, which if timely and valid, you will receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90. The Settlement Fund will be used to pay notice and administrative expenses, approved attorneys’ fees and costs, Incentive Awards, and timely and valid Claims.

**How Do I Get a Payment?** You must submit a Claim Form online or by mail postmarked by **MONTH DD, 20YY**. Your cash payment will be in the form of a check unless you elect to receive payment electronically.

**What are My Other Options?** If you do not want to be bound by the Settlement, you must opt-out in writing, postmarked by **MONTH DD, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties from the covered claims. If you do not opt-out, you may object to the Settlement by **MONTH DD, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you cannot get a cash payment, and you will be bound by the Settlement, any orders and Final Judgment.

**Who Represents Me?** The Court appointed lawyers to represent the Settlement Class, called Class Counsel. You will not be charged for these lawyers. You may hire your own lawyer in this lawsuit at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing on **MONTH DD, 20YY**. At that hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of up to \$7,095,000 and costs, Incentive Awards, and any objections. You or your lawyer may attend and appear at the hearing, but you are not required to do so.

**This notice is a summary.** Learn more at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), or call toll-free 1-XXX-XXX-XXXX.

<<UNIQUE ID>> <<PIN CODE>>

# **EXHIBIT “D”**

**If you were a California resident when you logged into your Sutter Health MyHealthOnline portal account between June 10, 2015, and March 20, 2020, for purposes related to your own healthcare, you may be entitled to a cash payment from a Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

Si desea recibir esta notificación en español, llámenos o visite nuestra página web:  
[www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com)

- A settlement has been reached in a class action lawsuit against Sutter Health (“Defendant”). The lawsuit claims Defendant disclosed its patients’ personally identifiable information (“PII”) and/or protected health information (“PHI”) to third parties without consent because of Defendant’s use of third-party tracking technologies on certain webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared). Defendant denies these claims, including but not limited to, denies that any patient information, PII, or PHI was shared with unauthorized third parties, and maintains that it did nothing wrong.
- You are included in the Settlement Class if you were a California resident at the time you logged into your Sutter Health MyHealthOnline portal account for purposes relating to your own healthcare from June 10, 2015, through March 20, 2020.
- If you are a Settlement Class Member, you are eligible to submit a timely and valid Claim Form to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

**Read this notice carefully. Your legal rights are affected whether you act, or don’t act.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The <b>only</b> way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights to sue for claims covered by the releases in the Settlement Agreement	

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees and costs, and Incentive Awards.

**Questions? Go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call 1-xxx-xxx-xxxx**

Cash payments will not be provided unless the Court approves the Settlement.

## Basic Information

### 1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this proposed class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento is overseeing this proposed class action. The lawsuit is called *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS (the “lawsuit”). The people who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the entity being sued, Sutter Health, is the “Defendant.”

### 2. What is a class action?

In a class action, one or more people called the class representative(s) sue on behalf of a group or a “class” of people who allegedly have similar claims. In a class action, one court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

### 3. What is this lawsuit about?

Plaintiffs allege that Sutter Health violated the California Invasion of Privacy Act (California’s wiretap law) and breached contractual obligations to its patients by disclosing patients’ PII and/or PHI to third parties like Facebook and Google, as a result of its use of third-party tracking, analytics, and/or advertising technologies on certain of its webpages, including the MyHealthOnline portal login webpage (but there is no allegation of any tracking or sharing from inside the MyHealthOnline portal and no allegation that any user IDs or passwords were shared).

Sutter Health denies Plaintiffs’ claims in the lawsuit, including but not limited to, denies that any patient information was shared with unauthorized third parties, denies any PII or PHI was shared with unauthorized third parties, denies that any violations or breach of any kind took place, and maintains that it did nothing wrong.

### 4. Why is there a Settlement?

Plaintiffs and Sutter Health do not agree about the claims in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Sutter Health. Instead, the Plaintiffs and Sutter Health have agreed to settle the lawsuit because of the settlement benefits available and the risks and uncertainty associated with continuing the lawsuit. The settlement does **NOT** mean that Sutter Health did anything wrong and there is no admission of any liability.

## Who’s Included in the Settlement?

### 5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as: all individuals who were California residents at the time they logged into

their own Sutter Health MyHealthOnline portal account for purposes relating to their own healthcare from June 10, 2015, through March 20, 2020.

#### 6. Are there exceptions to being included in the Settlement?

Excluded from the Settlement Class are: (1) any Judge presiding over this lawsuit, any members of the Judge’s respective staffs, and immediate members of the Judge’s family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant has a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

#### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a settlement class member, you may go to [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or call toll-free 1-XXX-XXX-XXXX.

### The Settlement Benefits

#### 8. What does the Settlement provide?

A \$21.5 million Settlement Fund will be established to pay costs of notice and administration for the Settlement, Incentive Awards to the Class Representatives, payment of Class Counsel’s Attorneys’ Fees Award and Reimbursement of Expenses, and payment of claims.

If you are a Settlement Class Member, you can submit a single Claim Form, which if timely submitted, valid and approved by the Settlement Administrator, entitles you to receive a pro rata (a legal term meaning equal share) cash payment of the Net Settlement Fund up to \$90.

Any funds remaining after the payments listed above will be distributed to the non-profits Privacy Rights Clearinghouse and the AHIMA Foundation, the designated *cy pres* recipients approved by the Court.

A detailed description of the Settlement benefits can be found in the Settlement Agreement at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com).

#### 9. How much will my cash payment be?

The actual monetary amount paid to each Settlement Class Member who submits a timely and valid Claim Form will not be determined until after the Claim Form filing deadline has passed. Cash payments will not exceed \$90. Cash payments will not be provided to Settlement Class Members unless and until the Court approves the Settlement, and it becomes final.

#### 10. When will I get my cash payment?

If you file a timely and valid Claim Form, cash payments will be provided after the Settlement is approved by the Court and becomes final after any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle. All checks will expire and become void 180 days after they are issued.

## How to Get Benefits

### 11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a cash payment as described above. You must submit a Claim Form either online at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by 11:59 p.m. PST on **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) or by calling toll-free 1-XXX-XXX-XXXX or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

When filing a Claim Form you must provide the UniqueID located on the Notice you received by postcard or email. If you are unable to locate your UniqueID, please call toll-free 1-xxx-xxx-xxxx.

### 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

## Remaining in the Settlement

### 13. What am I giving up to receive a cash payment or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about any of the alleged circumstances and issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

### 14. What are the Released Claims?

Article III and the definitions in Article I of the Settlement Agreement describe the Released Claims and the Release in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). If you have any questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## 15. What happens if I do nothing at all?

If you do nothing, you will not get a cash payment from this Settlement. Additionally, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Parties for the Released Claims, unless you exclude yourself by opting-out of the Settlement.

## The Lawyers Representing You

## 16. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeffrey A. Koncius and Nicole Ramirez Jones with the law firm Kiesel Law LLP, along with Jason “Jay” Barnes and Eric Johnson with the law firm Simmons Hanly Conroy LLP, as Class Counsel to represent you and the other Settlement Class Members for purposes of this Settlement only. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this lawsuit, you may hire one at your expense.

## 17. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to \$7,095,000 of the Settlement Fund, plus reimbursement of costs. Class Counsel will also ask the Court to approve Incentive Awards for the Class Representatives of up to \$10,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys’ fees and expenses, and the Incentive Awards, will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel’s application for the attorneys’ fees and expenses, and Incentive Awards, will be made available on the Settlement Website at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) after it is filed with the Court.

## Excluding Yourself from the Settlement

## 18. How do I opt-out of the Settlement?

To opt-out (exclude yourself) from the Settlement, you must mail a written request for exclusion, which includes the following information:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement in any form that indicates your intent to request to be excluded from the Settlement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of settlement class members or multiple settlement class members where the opt-out hasn’t been signed by each and every individual settlement class member will not be allowed.

### 19. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the claims being resolved by this Settlement and the Releases relating to the lawsuit will apply to you, and you will be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties for the claims being resolved by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

### 20. If I opt-out, can I get anything from this Settlement?

No. If you opt-out, you will not be entitled to receive a cash payment. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

## Objecting to the Settlement

### 21. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court why you do not agree with all or any part of the Settlement.

To object, you must file a written objection with the Court by **MONTH DD, 20YY**, and serve on Class Counsel and Sutter Health's Counsel by hand, U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *Jane Doe I and Jane Doe II, et al. v. Sutter Health*, Case No. 34-2019-00258072-CU-BT-GDS.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement Class Member;
- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak; and
- 7) If you or your lawyer has objected to any class action settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

File the objection with the Court and mail a copy to these two different places postmarked no later than **Month DD, 20YY**.

Court	Class Counsel	Defendant's Counsel
<p style="text-align: center;">Clerk of Court Sacramento Superior Court 720 9<sup>th</sup> Street, Dept. 22 Sacramento, CA 95814</p>	<p style="text-align: center;">Jeffrey A. Koncius Nicole Ramirez Jones KIESEL LAW LLP 8648 Wilshire Blvd. Beverly Hills, CA 90211-2910</p>	<p style="text-align: center;">Robert H. Bunzel Michael D. Abraham Stephen C. Steinberg BARTKO PAVIA LLP 1100 Sansome Street San Francisco, CA 94111</p>

## 22. What is the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

### The Court's Final Approval Hearing

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

The Court will hold the Final Approval Hearing at   :00   .m. on **Month DD, 20YY**, before the Honorable Lauri A. Damrell in Dept. 22 at the Sacramento Superior Court, 720 9<sup>th</sup> Street, Sacramento, CA 95814. At the hearing, the Court will consider whether to give final approval based on the Settlement being fair, reasonable, adequate, and in the best interest of the Settlement Class; consider Class Counsel's request for attorneys' fees, costs, and expenses; and consider the request for Incentive Awards to the Class Representatives.

If there are objections that were filed by the deadline or made at the Final Approval Hearing, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com) to confirm the date and time of the Final Approval Hearing have not changed. After entry, copies of the Order Granting Final Approval and the Notice of Entry of Judgment will be available on the Settlement Website.

## 24. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

You may attend the Final Approval Hearing remotely. If you wish to attend the Final Approval Hearing remotely, you can join via the Department's zoom link or phone number and provide the following access information for the appropriate Department in the Notice:

### **Department 22:**

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscddept22>

To join by phone: (833) 568-8864 / ID: 16184738886

## 25. May I speak at the Final Approval hearing?

Yes. You can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you may file a Notice of Intention to Appear and specifically include a statement whether you or your lawyer will appear at the Final Approval Hearing. Regardless of whether you file a Notice of Intention to Appear, the Court generally will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak.

## Getting More Information

## 26. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other related documents, including, but not limited to, after entry, the Orders Granting Preliminary Approval and Final Approval and the Notice of Entry of Judgment will be available at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com). You may get additional information at [www.SutterAnalyticsSettlement.com](http://www.SutterAnalyticsSettlement.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Sutter Health Analytics Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.**