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

JOHN DOE I, JOHN DOE II, AND JOHN
DOE III, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

*[Case Assigned for All Purposes to the
Hon. Stephen P. Freccero in Courtroom A]*

**JOINT DECLARATION OF PLAINTIFFS'
COUNSEL YANA HART, BRYAN P.
THOMPSON, AND MATHEW J.
LANGLEY, IN SUPPORT OF PLAINTIFFS'
MOTION FOR AWARD OF ATTORNEYS'
FEES AND COSTS AND PLAINTIFFS'
SERVICE PAYMENTS**

Hearing Information

Date: October 20, 2025

Time: 1.30 p.m.

Location: Courtroom A

Complaint Filed: March 7, 2024

FAC Filed: February 26, 2025

JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART, BRYAN P. THOMPSON, AND MATTHEW J. LANGLEY

We, Yana Hart, Bryan P. Thompson, and Matthew J. Langley declare as follows:

1. We are attorneys retained as Plaintiffs' Counsel in this action. We respectfully submit this joint declaration in support of Plaintiffs' Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Payments. Except with respect to our biographies or as otherwise noted, we each have personal knowledge of the facts set forth below and could testify competently to them if called upon to do so. If called as witnesses, we would and could competently testify to all facts within our personal knowledge set forth herein.

2. We submit this joint declaration, as opposed to individual declarations, to decrease relatively duplicate or similar filings before this Court.

3. I, Yana Hart, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a partner at Clarkson Law Firm, P.C. ("Clarkson"), the director of Data Privacy Litigation at Clarkson Law Firm, and have litigated highly complex consumer actions for nearly a decade.

4. I, Bryan P. Thompson, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a Counsel at Clarkson, where my practice is focused on data privacy and complex consumer class actions, and have litigated complex consumer actions for over a decade.

5. I, Matthew J. Langley, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a partner at Almeida Law Group, LLC ("ALG"), and have litigated highly complex consumer actions for nearly a decade.

6. This litigation alleges that Defendant systematically violated the medical privacy rights of its patients by exposing their highly sensitive personal information without knowledge or consent

1 to Meta Platform Inc. d/b/a Facebook (“Meta” or “Facebook”) and Google, via tracking and collection
2 tools surreptitiously enabled on Defendant’s Website(s).¹

3 7. Prior to filing the matter, we conducted an independent investigation into Marin’s use
4 of the Pixel on its Websites. We did this by researching, reviewing, and analyzing publicly available
5 information, information related to the technical workings of Defendant’s Websites and use of the
6 Pixel, and conducting thorough interviews with our clients. After performing a conflict check and
7 reviewing all online search tools and social media for information on our clients, we also researched
8 potential legal claims, analyzed the likelihood of success of various claims, and gathered sufficient
9 information to draft a detailed complaint against Defendant. We conducted extensive background
10 research on Defendant. We researched its solvency, learned about the services it provides, the
11 representations/confidentiality statements that it makes, reviewed in detail its privacy policy, engaged
12 third-party services to verify the approximate number of users visiting Defendant’s website,
13 researched approximate number of Defendant’s patients, researched its prior litigation history and the
14 extent of relationship with Meta and Google.

15 8. We additionally gathered evidence to combat anticipated arguments and defenses,
16 including consent. For example, we investigated and analyzed disclosures and contracts provided to
17 patients and users of Defendant’s websites, analyzed other contracts between Defendant and Meta and
18 Google entities. We gathered additional information and disclosures that third party companies like
19 Meta and Google would have provided to Defendant and its related entities. We researched, reviewed
20 and analyzed Defendant’s marketing efforts on social media, and investigated the extent of
21 information that was shared with third-party entities through tracking technologies on Defendant’s
22 website. We also researched consumer complaints and concerns related to privacy of their medical
23 information; and reviewed court decisions from across the country, affecting similar claims. Since this
24 case has been filed, we have stayed current on Defendant’s use of the Pixel and other tracking
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26 ¹ Unless otherwise indicated, all capitalized terms herein shall have the same meaning assigned
27 to them in the Settlement Agreement. (SA, Sec. 1, Definitions).

1 technologies. We also reviewed and analyzed Defendant’s requirements to comply with HIPAA, and
2 all relevant guidance issued by governmental agencies regarding pixel tracking technology.

3 9. Based on our review of the facts and the applicable law, we agreed to take on the case
4 on a contingency fee. We knew that the case would be an expert-driven lawsuit, requiring input from
5 qualified professionals including web forensic experts, network/traffic analysts experts, software
6 engineering experts, and/or data privacy specialists, as well as damages experts to quantify the value
7 of misused data. We also knew that there would be a substantial risk of nonpayment given the fact that
8 consumer cases could be dismissed on pleadings challenges and there was a substantial risk at the
9 class certification stage given that these types of cases (involving pixel technology) have not yet been
10 certified. We strongly believed that the claims were meritorious, and our client was highly credible.

11 10. We filed the case on July 16, 2023, in the U.S. District Court for the Northern District
12 of California, alleging claims on behalf all U.S. residents. After the case was filed (*C.M. v Marin*), we
13 dedicated substantial time and resources to advancing the litigation on behalf of the class. Specifically,
14 we successfully opposed and argued against a motion to dismiss, ensuring the key claims survived.
15 After the arguments on the motion to dismiss, the federal judge denied Defendant’s motion nearly in
16 its entirety, except for one claim. We engaged in multiple conferences with Defense counsel, including
17 negotiating the case schedule. We drafted and filed a joint case management conference statement,
18 appeared at court hearings to advocate for the Class’s interests. We also initiated discovery, laying the
19 groundwork for the factual record necessary to support the class’s claims and ultimately secure
20 meaningful relief.

21 11. The parties agreed to proceed to a global resolution. However, around this time, another
22 case was filed in state court asserting similar claims against the same defendant, on behalf of California
23 residents. The parties met and conferred, and agreed to collaborate. The parties submitted a stipulation
24 to stay the later-filed state action, while *C.M.* action is mediated, a resolution of which (if reached)
25 would encompass the state action.

26 12. The Parties agreed to engage Hon. Wayne R. Andersen (ret.) of the Judicial Arbitration
27 and Mediation Services (“JAMS”) to facilitate exploration of settlement. However, prior to the set
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mediation, we insisted on exchange of detailed information and documents necessary to fully evaluate the size of the class, and required sufficient information and documents to assess the risks and benefits of an early resolution. We then reviewed and analyzed the obtained information and documents to determine potential liability, damages, and a proposed injunctive relief.

13. The Parties then participated in a full day mediation on October 8, 2024. With Judge Anderson's continued oversight, they reached an agreement in principle, memorialized in a memorandum of understanding. With Judge Anderson's continued oversight, the parties continued their negotiations for several months, which culminated in them executing the comprehensive Class Action Settlement Agreement. (SA § 2.5). A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

14. The Settlement is the product of arm's-length negotiations between highly experienced counsel, following a comprehensive investigation and extensive exchange of information. The parties have also exchanged their mediation briefs, and positions on liability, damages, and settlement, and engaged in extensive negotiations to finalize the comprehensive Settlement, ensuring that the outcome was both fair and reasonable for the Class.

15. We also engaged in extensive negotiations regarding the form and content of the class notice, the terms governing its dissemination, and the notice process to ensure we deliver the best notice practicable. To further safeguard the Class's interests, we conducted a competitive bidding process among experienced notice administrators, securing a plan that was both cost-efficient and effective. Through these efforts, we successfully negotiated favorable terms and obtained reasonable costs for administering the notice program, and maximizing the value of the Settlement to the Class. To further protect the integrity of the claims process and mitigate the risk of fraudulent submission, the parties incorporated the use of ClaimScore, that utilizes a fraud-detection proprietary algorithm to analyze submissions.

16. After reaching Settlement, we agreed, as part of the Settlement and for efficiency purposes the two related actions (*C.M.* that Class Counsel filed, and *Doe* that state counsel filed) would need to be consolidated. Because the class consists of primarily California residents we agreed to

1 proceed with the preliminary approval in state action, where the claims were amended to add *C.M.* as
2 Doe III.

3 17. We also prepared and drafted a motion for preliminary approval, which this Court
4 granted. Thereafter, we coordinated with the Settlement Administrator (Verita) to ensure the notice is
5 sent to class members promptly and in accordance with the Court's order. We also regularly review
6 submissions, analyze the claim rate, and communicate with representatives of Verita and our clients.

7 18. We expect to perform additional work after this motion, including drafting and filing
8 the Motion for Final Approval, responding to Class Members' communications, communicating with
9 Verita and ClaimScore, attending the hearing, and overseeing the distribution process even after the
10 Court issues the final approval of the settlement.

11 19. All attorneys and support staff at Clarkson and ALG ("the Firms") are required to
12 maintain detailed time records, consisting of contemporaneous logs, with separate entries for the hours
13 spent on specific tasks, indicating who performed the work, and providing detailed descriptions of
14 each task completed. The Firms do not use "block billing," and instead, maintain accurate time-
15 keeping records allowing supervising attorneys and/or partners to review everyone's work. While
16 working on this matter, we kept contemporaneous time logs of all hours spent on each task, and each
17 task is depicted within a specific category, allowing me to review the work completed on specific tasks
18 within a certain time frame.

19 20. The attorneys and staff at Clarkson have spent a total of 601.6 hours on litigating the
20 above captioned case. Below is a table reflecting the work completed by Clarkson attorneys and staff
21 on this case, which were necessary to secure the Settlement reached in this case:
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<u>Attorney/ Professional</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Value</u>
Ryan Clarkson	Managing Partner	\$1,270.00	8.80	\$635.00
Yana Hart	Partner	\$980.00	158	\$154,840
Tiara Avanness	Associate	\$450.00	42.60	\$20,213.00
Valter Malkhasyan	Associate	\$425.00	45.10	\$19,500.50
Bryan Thompson	Counsel	\$1,075.00	88.6	\$95,245
Mark Richards	Associate	\$660.00	2.40	\$1,584.00
Nestor Castillo	Paralegal	\$330.00	103.60	\$36,520.00
Jasmin Rodriguez	Paralegal	\$380.00	15.20	\$5,582.00
Danielle Murray	Paralegal	\$380.00	22.2	\$8,436
Kate Bonifas	Litigation Support	\$330.00	105.70	\$34,881.00
Grayson Rost	Litigation Support	\$350.00	9.40	\$3,290.00
<u>TOTAL:</u>			<u>601.6 hours</u>	<u>\$391,267.50</u>

21. The attorneys and staff at ALG have spent a total of 350.2 hours on litigating the above captioned case. Below is a table reflecting the work completed by ALG attorneys and staff on this case, which were necessary to secure the Settlement reached in this case:

<u>Attorney / Professional</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Value</u>
David Almeida	Managing Partner	\$1,100/hr.	42.10	\$ 46,310.00
Matthew Langley	Partner	\$950/hr.	117.50	\$ 111,625.00
Elena Belov	Partner	\$825/hr.	70.9	\$ 58,492.50
John Parker	Partner	\$1,100/hr.	59.80	\$ 65,780.00
Britany Kabakov	Senior Associate	\$600/hr.	58.50	\$ 35,100.00
Emily Anderson	Paralegal	\$250/hr.	0.30	\$ 75.00
Katy Liebhold	Paralegal	\$250/hr.	1.10	\$ 275.00
<u>Total</u>			<u>350.2 hours</u>	<u>\$ 317,657.50</u>

22. All counsel's and staff's rates are based on their experience and skill required in performing the work.

23. The lodestar in this case is \$708,925. This represents \$391,267.50 billed by Clarkson for 601.6 hours of work and \$317,657.50 billed by ALG for 350.2 hours of work.

24. The hours we have billed in this action in are reasonable, reflect the intensity with which issues raised by Defendant were disputed, and the amount of work necessary to litigate the matter, respond to Defendant's Motion to Dismiss, significant communications with Defendant's counsel, pursuing mediation and discovery before and after mediation. Class Counsel vigorously litigated this case as described above, including by overcoming a motion to dismiss, drafting and filing an amended complaint, pursuing discovery, obtaining and analyzing data for settlement, and engaging in substantial settlement discussions including a full-day mediation with Hon. Wayne

Anderson (ret.) as well as substantial rounds of negotiations and discussions after the matter was settled in principle, including drafting the class settlement motions and paperwork and coordinating on class settlement administration. We also anticipate that we will expend an estimated 30-50 additional hours on this litigation assisting class members in the settlement claims process, responding to class member inquiries, corresponding with Verita and ClaimScore, drafting final approval motions, exhibits, declarations; preparing for and attending the final fairness hearing, and monitoring the distribution of claims & corresponding with class members post-final approval.

25. This case raised novel issues and Class Counsel expertly navigated the complex and evolving legal terrain surrounding data privacy litigation, an area in which precedent-setting decisions continue to emerge almost weekly.

26. Class Counsel faced a significant risk of non-payment given the contingent nature of the fee arrangement. We understood when taking this case that if we were not successful, we would not be compensated for our work. Cases like this, involving Meta Pixel tracking technology, are still novel and with developing caselaw that increased the real possibility of an unfavorable outcome. If Plaintiffs failed in their pursuit, we would have recovered nothing and lost substantial funds expended in litigating this action. We also devoted significant amounts of time on this case which prevented us from taking on additional work or other cases, due to our engagement in this case

27. Based on each of our Firm's knowledge and experience, the hourly rates charged by our Firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. The Firm's rates are based on the market rates charged by attorneys in California, and are based on periodic review and evaluation of: (a) litigating attorneys' fee applications; (b) discussions of fees charged by other firms/attorneys practicing in similar areas of law; (c) declarations regarding prevailing market rates filed by other attorneys seeking award of fees; and (d) attorneys' fee applications and awards in other cases, as well as surveys and articles on attorneys' fees in legal newspapers and treatises. The information we have gathered shows that

Class Counsel's rates are in line with the *non-contingent* market rates charged by attorneys of reasonably comparable experience, skill, and reputation for reasonably comparable class action work. In fact, comparable hourly rates have been found reasonable by various courts for reasonably comparable services, including:

- a. *Kandel v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967-ER, (S.D.N.Y. October 31, 2024), approving Clarkson's fees and costs in 2024, with hourly rates ranging from \$935-\$1,210 for Partners, \$440-\$850 for Associates, and \$360 for paralegals.
- b. *Hezi v. Celsius Holdings, Inc.*, Case No. 1:21-cv-09892-JHR, 2023 U.S. Dist. LEXIS 60249 (S.D.N.Y. Apr. 5, 2023), approving Clarkson's fees and expenses in 2023, with the hourly rates ranging between \$850 to \$1,100 for partners, \$425 to \$775 for associates, and \$300 to \$365 for litigation support staff.
- c. *Swetz v. Gsk Consumer Health*, No. 7:20-cv-04731-NSR, 2021 U.S. Dist. LEXIS 227209 (S.D.N.Y. Nov. 22, 2021), approving Clarkson's fees and costs in 2021, with hourly rates ranging from \$775-\$875 for partners, \$450 for associates, and \$175-\$275 for litigation support.

28. The reasonableness of our firms hourly rates is also supported by several surveys of legal rates, including the following:

- a. On June 9, 2022, Bloomberg Law published an article examining the rapid rise in billing rates for law firms in recent years, finding that rates rose by roughly 40% from 2007 to 2020. This increase includes a surge of more than 6% in 2020, followed by another 5.6% through November of 2021 among the nation's largest firms. The article noted that several top law firms are currently billing at hourly rates in excess of \$2,000, with individual attorneys billing at rates as high as \$2,465 per hour. A true and correct copy of this article is attached hereto as **Exhibit B**.
- b. A true and correct copy of the ALM Legal Intelligence NLJ Billing Survey from 2014 is attached hereto as **Exhibit C**, reflecting billing rate averages for partners as

high as \$1,055 per hour and for associates as high as \$675 per hour in and around 2014.

- c. In an article entitled “On Sale: The \$1,150-Per Hour Lawyer,” written by Jennifer Smith and published in the Wall Street Journal on April 10, 2013, the author describes the rapidly growing number of lawyers billing at \$1,150 or more revealed in public filings and major surveys. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between \$879 and \$882 per hour. A true and correct copy of this article is attached hereto as **Exhibit D**.
- d. In an article published April 16, 2012, the Am Law Daily described the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. A true and correct copy of that article is attached hereto as **Exhibit E**. That article confirms that the rates charged by experienced and well-qualified attorneys have continued to rise over this five-year period, particularly in large urban areas like Los Angeles and New York. It also shows, for example that the top quartile of lawyers bill at an average of “just under \$900 per hour.”
- e. Similarly, on February 23, 2011, the Wall Street Journal published an on-line article entitled “Top Billers.” A true and correct copy of that article is attached hereto as **Exhibit F**. This article listed the 2010 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who charged \$1,000 per hour or more.
- f. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009 hourly rates of numerous San Francisco attorneys. A true and correct copy of that article is attached hereto as **Exhibit G**. Even though rates have increased significantly since that time, my firm’s rates are well within the range of rates shown in this survey.
- g. The Westlaw CourtExpress Legal Billing Reports for May, August, and December

2009 (a true and correct copy of which is attached hereto as **Exhibit H**) show that as far back as 2009, attorneys with as little as 19 years of experience were charging \$800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.

SETTLEMENT

29. Under the Settlement, Marin has agreed to pay \$3 million to establish a non-reversionary Settlement Fund that will be used to provide all Class Members who submit a valid claim with a *pro rata* cash payment, calculated in accordance with the terms of the Settlement Agreement.

30. The common fund will also pay for Court approved Administrative Expenses (including Notice and Settlement Administrative Expenses), Taxes, Service Payments, and any attorneys' fees and costs award by this Court.

31. The Settlement also provides the class with significant injunctive relief through Marin's agreement to remove the Meta Pixel and similar tracking technology from its Websites.² Additionally, moving forward, Marin has agreed not to install the Meta Pixel or other similar technology on its Websites without first providing notice to, and obtaining consent from, its Website Users.

32. The Settlement confers substantial benefits to the class and accomplishes one of Plaintiffs' main goals in this litigation—to stop and prevent disclosure of sensitive and/or private information and provide redress to individuals harmed by the disclosure.

² Marin has stated that on April 25, 2023, it removed the Meta Pixel from its website in direct response to Plaintiff C.M.'s (John Doe III) federal lawsuit. SA, ¶ 4.1. Thus, the litigation has clearly served its purpose and the settlement agreement will ensure that the Meta Pixel and similar tracking technology is not reinstalled without proper notice and consent.

33. Class Counsel will share net attorneys' fees equally amongst themselves, and will also provide 10% of their respective fees to the other counsel³ for Doe I and Doe II, in accordance with a joint prosecution agreement that the Plaintiffs' counsel have signed, and Plaintiffs approved.

34. The Settlement provides for a Service Payment to Plaintiffs John Doe I, John Doe II, and John Doe III of up to \$2,000 each for their services and efforts on behalf of the Class.

35. Class Counsel's clients have issued written approval of this arrangement.

36. Notice of the Settlement has been sent to the Class Members through email or postcard, with remailing where an address is invalid, and only one objection has been made so far, and is attached as **Exhibit I**.

37. Additionally, Class Counsel seeks reimbursement of reasonable litigation costs, which were advanced by Class Counsel without any guarantee that they would be reimbursed, in the amount of \$22,033.81. These expenses are reflected in the records of Class Counsel and were necessary to prosecute this litigation. All expenses were carefully and reasonably expended, and they reflect market rates for various categories of expenses incurred. Expense items were billed separately, and such charges were not duplicated in our Firms' billing rates.

Clarkson Expenses

Item	Category	Total Cost
Postage	Demand letter	\$8.34
Filing Fees	Filing of complaint in U.S. District Court	\$402.00
Service of Process	Service of summons & complaint.	\$201.15
Mediation Fees	Mediation fees (Clarkson's portion)	\$9,250
Filing Fees	Filing fee Stipulated First Amended Complaint	\$43.70
Filing Fees	Filing fee for Motion for Preliminary Approval of Class Settlement.	\$89.45
Delivery Service	Delivery of Hearing Binder prior to MPA hearing.	\$39.16
Courtesy Copies	Delivery of Chambers copies re: Preliminary Approval Motion	\$280.35
Total:		\$10,322.49

³ The 10% will be split among Doe I and Doe II's attorneys, Kiesel Law LLP, Simmons Hanly Conroy LLP and Ahmad, Zavitsanos, & Mensing, PLLC.

Kiesel Law LLP Expenses

Item	Category	Total Cost
Filing Fees	Filing fee for Complaint	\$2,022.75
Service of Process	Service of Summons & Complaint	\$280.00
Filing Fees	E-filing Fees	\$49.34
LexisNexis	Legal Research	\$109.23
Total:		\$2,461.32

ALG Expenses

Item	Category	Amount
Mediation Fees	Mediation fees (ALG's Portion)	\$9,250.00
Total:		\$9,250.00

Total Clarkson Expenses	\$10,322.49
Total Kiesel Law Expenses	\$2,461.32
Total ALG Expenses	\$9,250.00
Total:	\$22,033.81

38. Class Counsel further seeks service payments of \$2,000 each to the three Class Representatives in recognition of their active assistance to Class Counsel in prosecuting the Actions, for a total of \$6,000. The modest request for the service payments is reasonable and consistent with service payments in other cases throughout California. The Class Representative John Doe III has provided the Declaration attached as **Exhibit J**.

EXPERIENCE AND TRAINING

39. **Yana Hart individually attests to matters set forth in this Paragraph:**

a. I graduated summa cum laude from Cabrini College in 2012, and as the Valedictorian of the Thomas Jefferson School of Law in 2015. For about a decade, I have represented plaintiffs in hundreds of cases, with the significant majority in federal courts throughout the nation, and have overseen many complex privacy class actions.

b. I am now a partner at Clarkson, a national public interest law firm of 25 lawyers, where I oversee the Data Privacy Litigation department, spearheading cutting-edge privacy cases. My privacy experience is complemented by deep experience at every functional stage

1 of the litigation process. I have litigated many complex consumer class actions nearly through
2 trial, and also had successfully briefed appeals in both federal and state courts.⁴

3 c. I regularly litigate data privacy cases involving disclosure of highly sensitive
4 medical, financial, and personal information. Examples of such cases include:

- 5 • *In Re: PowerSchool Holdings, Inc. And PowerSchool Group, LLC Customer*
6 *Security Breach Litigation*, 25-md-3149-BEN-MSB (S.D. California, June 17,
7 2025) (Yana Hart appointed to Plaintiffs' Steering Committee in nationwide
8 data breach affecting 50 million students and 10 million teachers).
- 9 • *In re Laboratory Services Cooperative Data Breach Litigation*, 2:25-cv-00685-
10 BJR (W.D. Washington) (appointing Yana Hart to the Plaintiffs' Steering
11 Committee in multi-state medical data breach case)
- 12 • *G.E., et. al., v. STIIZY, Inc.*, Case 2:25-cv-00490-GW-SSC (C.D. California,
13 April 14, 2025) (appointed co-lead counsel in data breach affecting hundreds of
14 thousands of customers whose private information was compromised in a
15 cyberattack).
- 16 • *Baton et al. v. Ledger SAS et al.*, No. 21-17036, 2022 WL 17352192 (9th Cir.
17 2022) (obtaining a reversal of a district court's dismissal of data breach action
18 on jurisdictional grounds, and subsequently obtaining a denial of a motion to
19 dismiss on the merits);

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21 ⁴ See e.g., *Gunaratna v. Dennis Gross Cosmetology LLC*, No. CV 20- 2311-MWF (GJSx), 2023
22 WL 5505052, at *24 (C.D. Cal. Apr. 4, 2023) (after arduous three-plus year litigation led by Ms.
23 Hart, the court in granting a contentious class certification stated, "it is clear to the Court that [Ms.
24 Hart along with her team] are experienced, knowledgeable, and competent; that they will zealously
25 advocate on behalf of the class; and that they will dedicate substantial time and resources to
26 litigating this action."); see also *Kandel, et. al., v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-
27 01967-ER (S.D.N.Y. 2024) (obtaining final approval on behalf of the nationwide class in a false
28 labeling case resulting in a nearly 24% claims rate, and a recovery of 70% of an average purchase
price of the products); *Prescod v. Celsius Holdings, Inc.*, No. 19STCV09321 2021 WL 5234499,
at *27 (Aug. 2, 2021) (successfully opposing two appellate writs in favor of consumers resulting
in a nationwide settlement before Hon. Kenneth Freeman); *Salazar v. Target Corporation*, 83
Cal.App.5th 571 (2022) (obtaining a reversal on appeal of an order sustaining a demurrer).

- *Jesse Jines v. California Cryobank, LLC*, Case 2:25-cv-02482 (C.D. California, March 20, 2025) (Yana Hart appointed Interim Co-Lead Counsel in medical data breach case)
- *Faulker, et al. v. MoneyGram Payment Systems, Inc. and MoneyGram International, Inc.* Case 3:24-CV-2557-X (N.D. Texas, Feb. 12, 2025) (Yana Hart appointed to the Plaintiffs' Executive Committee in a consolidated action regarding a significant data breach);
- *In re Dropbox Sign Data Breach Litigation*, No. 4:24-cv-02637-JSW, Dkt. 41 (N.D. Cal. Oct. 9, 2024) (Yana Hart appointed as Co-Lead Class Counsel in a data breach case involving disclosure of sensitive and private information);
- *Matthew Rouillard, et. al. v. SAG-AFTRA Health Plan*, 2:24-CV-10503-MEMF-JPR (C.D. California, February 25, 2025) (Yana Hart appointed as Co-Lead Class Counsel in a data breach case involving disclosure of sensitive and private health information);
- *M.M., et al. v. Los Angeles Unified School District*, No. 22STCV37822 (Super. Ct. L.A. County Feb. 28, 2023) (obtaining order overruling demurrer of vendor defendant as co-lead counsel in a data breach involving minors' medical and other sensitive records);
- *Saeedy, et al., v. Microsoft Corporation* (County of King, WA 2024) (litigating surreptitious tracking of users' internet browsing activity);
- *Hasson v. Comcast Cable Communications, LLC*, 2:23-cv-05039-JMY (E.D. Pa. 2023) (Clarkson is appointed to the Plaintiffs' executive committee of the MDL data breach involving disclosure of individuals' names, usernames, passwords, partial SSN, security questions and answers, and other PII).

d. A copy of Clarkson Law Firm's firm resume is attached hereto as **Exhibit K**.

e. I am also a frequent speaker at global and regional conferences and events, where I am invited to share insights on cutting-edge consumer protection and privacy issues.

1 f. I have and continue to zealously advocate a developed profile of privacy cases,
2 ranging from data privacy, data misuse, unlawful data tracking, and data breaches, in addition
3 to many other types of consumer class actions. Clarkson's breadth of experience in the
4 prosecution of class actions, including data breach and privacy lawsuits such as this action,
5 renders it adequate to represent the proposed Settlement Class.

6 40. **Bryan P. Thompson individually attests as to matters set forth in this Paragraph:**

7 a. I am a Counsel at Clarkson Law Firm, with a primary focus on data privacy and
8 consumer protection litigation. For over a decade, I have litigated complex consumer class
9 actions, including numerous data breach and data misuse cases involving highly sensitive
10 medical, financial, and personal information.

11 b. My experience in consumer privacy is extensive. I was appointed to the
12 Plaintiffs' Steering Committee ("PSC") for the *In Re: TikTok: In App Brower Multidistrict*
13 *Litigation* (MDL 2948-A, 24-cv-2110, N.D. Ill). In finding the committee and Mr. Thompson's
14 appointment to the committee sufficient, Judge Pallmeyer found that "[a]ll of the proposed
15 PSC members' written submissions and oral presentations demonstrate that they are capable
16 and experienced attorneys who will responsibly and fairly represent all Plaintiffs in the putative
17 classes." (*In Re: TikTok: In App Browser Multidistrict Litigation*, Dkt. # 2, pg. 2).

18 c. I was also heavily involved with the Plaintiff's Steering Committee in the
19 LastPass Data Breach litigation, *In re LastPass Data Security Incident Litigation*, 22-cv-12047
20 (U.S. District Court of Massachusetts). While not formally appointed to the PSC, I collaborated
21 with the PSC on plaintiff vetting, assisted in drafting the Consolidated Complaint, determining
22 damages, reviewing Article III standing issues, contributing to briefing, attending court
23 hearings and all PSC meetings, and otherwise working with lead counsel to efficiently advance
24 the case.

25 d. I am a Certified Information Privacy Professional ("CIPP/US") through the
26 International Association of Privacy Professionals. I regularly present continuing legal
27 education courses on consumer law and consumer protection litigation and have held
28

1 leadership positions in legal and consumer-focused groups, both locally and nationally. These
2 include serving as Illinois State Chair of the National Association of Consumer Advocates,
3 membership on the National Association of Consumer Advocates Ethics and Judicial
4 Committees, Chair of the Chicago Bar Association Consumer Law Committee, appointments
5 to the Illinois State Bar Association Committees on the Delivery of Legal Services, Section
6 Council on Information and Privacy Security, and election to the Illinois State Bar Association
7 Assembly. Since 2020, I have been recognized as a Super Lawyer “Rising Star” or “Super
8 Lawyer” by *Chicago Magazine*.

9 e. I have served as counsel or lead counsel in hundreds of consumer protection
10 cases, primarily focusing on federal and state statutes such as the Fair Debt Collection Practices
11 Act, the Fair Credit Reporting Act, state consumer fraud statutes, and other areas of
12 commercial and consumer litigation, both individually and on a class-wide basis.

13 41. **Matthew J. Langley individually attests as to matters set forth in this Paragraph:**

14 a. I have been involved in dozens of class action lawsuits throughout the country,
15 representing clients in a wide-range of claims, including data breach and privacy violations,
16 state consumer fraud and deceptive business practices, false advertising and false labeling, the
17 Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) (“ECPA”), the California
18 Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* (“CMIA”), the
19 California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* (“CIPA”), the California
20 Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), the California
21 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”), the Telephone
22 Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information
23 and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”).

24 b. I am also involved in a number of class actions brought in federal courts across
25 the country involving data privacy where I serve as lead or co-counsel, including:

- 26 • *Reedy et al v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (final approval
27 granted in case involving tracking technology);

- *Allen v. Midwest Express Care*, 1:24-cv-05348 (N.D. Ill.) (involving tracking technology);
- *Begay v. NextCare Holdings LLC*, 2:24-cv-01685-DJH (D. Ariz.) (involving tracking technology);
- *Stegmeyer et al v. ABM Industries Incorporated et al.*, 1:24-cv-00394 (N.D. Ill.) (disclosure of information in violation of the Driver Privacy Protection Act (“DPPA”));
- *B.K. et al v. Eisenhower Medical Center et al.*, 5:23-cv-02092-JGB-DTB (C.D. Cal.) (involving tracking technology);
- *Buraga v. CDK Global, LLC*, 1:24-cv-05273 (N.D. Ill.) (data breach case);
- *Nick Gaige v. Exer Holding Company, LLC*, 2:24-cv-06099-SPG-AJR (N.D. Cal.) (involving tracking technology);
- *B.W. et al v. San Diego Fertility Center Medical Group, Inc. et al.*, 3:24-cv-00237-LL-BLM (S.D. Cal.) (involving tracking technology).

c. A copy of ALG’s firm resume is attached hereto as **Exhibit L**.

d. In sum, I have and continue to zealously advocate a developed profile of privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and data breaches, in addition to many other types of consumer class actions. ALG’s breadth of experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action, renders it adequate to represent the proposed Settlement Class.

e. This experience demonstrates that we are well-qualified to serve as Settlement Class Counsel in this matter along with co-counsel.

1 We declare, under penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on August 4, 2025, in San Diego, California.

4 
5 _____
Yana Hart

6 Executed on August 4, 2025, in Chicago, Illinois.

7 
8 _____
Bryan P. Thompson

9 Executed on August 4, 2025, in Chicago, Illinois.

10 
11 _____
12 Matthew J. Langley

EXHIBIT A

Doe, et al., v. Marin Health Medical Center

Case No. CV0002218

Settlement Agreement

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Counsel for Plaintiffs and the Proposed Class

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Counsel for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

JOHN DOE I, JOHN DOE II, and JOHN DOE
III, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

MARIN HEALTH MEDICAL CENTER,

Defendant.

Case No. CV-000-2218

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Assigned for all purposes to the
Honorable Stephen P. Freccero
Trial Date: None

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

1. DEFINITIONS

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

1.1. "Actions" shall refer to: *Doe, et al., v. Marin Health Medical Center*, Case No. CV-000-2218 (Marin County Superior Court) and the related federal court action, *C.M. v. MarinHealth Medical Group, Inc. et al.*, Case No. 3:23-cv-04179-WHO.

1.2. "Administrative Expenses" means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, providing notice to Settlement Class Members, launching the Media Campaign, determining the eligibility of any person to be a Settlement Class Member, administrating and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund the Claimants with Approved Claims.

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

1.4. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the

Settlement Administrator.

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

1.6. “Claimant” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

1.7. “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be completed and submitted on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

1.8. “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 Days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

1.9. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) Days thereafter.

1.10. “Class Counsel” means attorneys Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm; and David S. Almeida and Matthew J. Langley of Almeida Law Group.

1.11. “Class Representative” and “Plaintiffs” means, collectively, John Doe I, John Doe II, and John Doe III.

1.12. “Court” means the Marin County Superior Court, the Honorable Stephen P. Freccero (or any judge sitting in his stead or to whom the Action may be transferred) presiding.

1.13. “Day(s)” means, for a period expressed in “day(s),” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but

including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

1.14. “Defendant’s Counsel”, or references to counsel for MarinHealth Medical Center (“Marin” or “Defendant”), means David A. Yudelson and other attorneys at the law firm of Constangy, Brooks, Smith & Prophete, LLP.

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

1.16. “Fee and Expense Award” means the amount of attorneys’ fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

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

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

1.19. “Judgment” means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially

similar to the form attached hereto as **Exhibit C**.

1.20. “Marin” or “Defendant” means Marin General Hospital dba MarinHealth Medical Center and its current and former corporate parents, directly and indirectly controlled subsidiaries, joint-venturers and affiliates, including without limitation Prima Medical Foundation dba MarinHealth Medical Network, Marin General Hospital Foundation dba MarinHealth Foundation, MarinHealth Medical Group, Inc., the Marin Healthcare District, and The Regents of the University of California (Special Member of Marin General Hospital) on behalf of UCSF Health.

1.21. “Media Campaign” means a Press Release through PR Newswire and an advertisement through Sonoma Media Investments to be placed in the North Bay Business Journal, the Press Democrat, and the Petaluma Argus-Courier in a form agreed to upon by the parties.

1.22. “Litigation Costs” means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Actions, and obtaining an order of final judgment.

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

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

1.25. “Notice Date” means the date upon which Settlement Class Notice is first disseminated to the Settlement Class, which shall be within thirty (30) Days after entry of the Preliminary Approval Order.

1.26. “Notice Expenses” means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection

with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and informing them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice related expenses.

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

1.28. “Objection Deadline” means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee and Expense Award, and (ii) the Service Payments, which shall be sixty (60) Days following the Notice Date.

1.29. “Opt-Out Period” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) Days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

1.30. “Participating Settlement Class Member” means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. AutoPay Class Members (defined below) will also be deemed as Participating Settlement Class Members.

1.31. “Parties” means the Plaintiffs and Defendant.

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

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

1.34. “AutoPay Class Member” refers to Settlement Class Members whom the Defendant has verified as having submitted a medical form online while on the Defendant’s Website(s) during the time period the Meta Pixel technology was installed. These individuals will automatically receive their share of the Settlement Benefits as outlined in this Agreement and will be deemed as having submitted a timely and valid claim (absent of their submission of an opt-out).

1.35. “Released Claims” means any and all claims or causes of action of every kind and arising out of or related to the facts giving rise to the Actions including, but not limited to all claims and causes of action, both known and unknown, including, without limitation, any causes of action under California Civil Code §§ 56, et seq., 1709-1710, et seq., 1750, et seq., 1798.80 et seq., 1798.150, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Pen. Code §§ 502; 15 U.S.C. § 45, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; larceny, breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; intrusion upon seclusion, breach of covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; conversion; bailment; unfair competition, threat assessment and monitoring; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, claims under California law, and any other state or federal law (Cal. Civ. Code §§ 56, et seq., 1798.150 et seq.) for statutory damages arising from the actions described in Section 2.2 of this agreement or the disclosure of personal, confidential medical, or genetic information, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released

Persons based on, relating to, or arising out of the same factual predicate as the allegations in the Action. The definition of “Released Claims” shall be construed as broadly as possible under California and Ninth Circuit law to effect complete finality over this Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely opted out of the Settlement Class. For avoidance of doubt, "Released Claims" do not include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.

1.36. “Released Parties” means Marin, including as identified in paragraph 1.20, and without limitation each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, non-Settlement Class Member employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

1.37. “Releasing Parties” means Plaintiffs and any Person in the Settlement Class, including those not submitting a claim for a Settlement Benefit.

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

1.39. “Service Payment(s)” means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 10, herein.

1.40. “Settlement Administrator” means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice.

The Parties agree to recommend that the Court appoint Verita as Settlement Administrator to: design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice and Media Campaign, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

1.41. "Settlement Benefit(s)" means any Settlement Payment, and Business Practices Changes/Injunctive Relief set forth in Section 4 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

1.42. "Settlement Class" means Defendant's patients, California citizens, and other members of the public, who visited Defendant's Websites between August 1, 2019, through the date of preliminary approval. Total number of Class Members is estimated at 229,000. Excluded from the Settlement Class are: (1) the Judges presiding over the Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Marin or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. Based a thorough investigation conducted by Defendant, Defendant represents and warrants that the Settlement Class subject to the release in this matter is comprised of approximately 229,000 persons and the representation is material to the settlement.

1.43. "Settlement Class Member" or "Class Member" means a Person who falls within the definition of the Settlement Class.

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

1.45. “Settlement Fund” means the sum of \$3,000,000 to be paid by or on behalf of Marin as specified in Section 3.6 of this Agreement, including any interest accrued thereon after payment.

1.46. “Settlement Payment” means any payment to be made to any Participating Settlement Class Member on Approved Claims pursuant to Sections 3.11 and 4.2 herein.

1.47. “Settlement Website” means the internet website, with the URL address www.MarinHealthSettlement.com, to be created and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion and provides access to relevant documents including the Settlement Class Notice, information about submitting Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.48. “Summary Notice” means the summary postcard and email notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit F**.

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

1.50. “Websites” includes <https://www.mymarinhealth.org>, www.marinhealthcaredistrict.org, <https://www.mymarinhealth.org>, <https://ucsfmychart.ucsfmedicalcenter.org/>, and other

websites/patient portals which Defendant utilized, controls or controlled from January 1, 2019 until the date of the Preliminary Approval Order.

2. RECITALS

2.1. Marin operates a full-service hospital known as Marin Health Medical Center and outpatient clinics in Marin County and Sonoma County comprised of expert clinicians and physicians , including more than one hundred fifty providers in twenty locations throughout Northern California.

2.2. The Litigation arises out of Marins's use of web analytics technologies, including, without limitation, Meta Pixel and other tracking tools, through which Plaintiffs allege Marin transmitted certain information about Plaintiffs to third parties.

2.3. Defendant denies the claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the operative First Amended Class Action Complaint, filed on March 21, 2024 ("Complaint").

2.4. Before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto.

2.5. This Settlement was reached as a result of extensive arm's-length negotiations between the Parties and their counsel, and after an all-day mediation session with respected mediator, the Honorable Wayne R. Andersen of JAMS. Before and during these settlement discussions and mediations, the Parties had an arm's-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

2.6. As a result of extensive arm's-length negotiations, Plaintiffs and Class Counsel, on behalf of the Class, and Defendant entered into an Agreement to settle and resolve the class claims alleged in the Actions.

2.7. Pursuant to the terms set forth below, this Agreement resolves all claims, actions, and proceedings asserted, or that could be asserted, against Marin arising out of or related to the Actions as set forth in the release contained herein, by or on behalf of members of the Settlement Class herein defined but excluding the rights of Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

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

2.9. Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

2.10. Marin has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

2.11. This Settlement Agreement, whether consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and Marin specifically denies any and all wrongdoing and any liability in connection with the Actions. The existence of, terms in, and any action taken under or in connection with this Settlement Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Marin of (i) the validity of any claim, defense or fact asserted in the Actions or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of Marin or any of the Released Parties.

3. TERMS OF SETTLEMENT

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Marin that, subject to Court approval, the Actions and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

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

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

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

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

3.5. Releases.

3.5.1. The Release. Thirty (30) Days after the Effective Date, and in consideration of full payment of the Settlement Fund by Marin and the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and

forever discharged Marin and each of the Released Parties from any and all Released Claims.

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

3.5.3. Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, Actions, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

3.6. Settlement Fund.

3.6.1. Deposit. Marin shall pay, or cause to be paid through its insurance carriers, a payment of Three Million Dollars and No Cents (\$3,000,000.00) into the Settlement Fund within thirty (30) Days after the Court enters the Preliminary Approval Order, which shall in part be available to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and the Judgment.

3.6.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in a Settlement Escrow Account established by the Settlement Administrator pursuant to the terms and conditions set forth below; but it shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement

Agreement is voided, terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Marin and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

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

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

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

3.10. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement and Class Counsel, or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund

as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Marin with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Days prior to making such withdrawal or payment.

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

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

3.13. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement

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

3.14. Limitation of Liability.

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

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

Taxes, expenses and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

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

4. SETTLEMENT BENEFITS

4.1. Injunctive Relief. The parties agreed that Marin shall remove Meta Pixel technology from its websites and all websites that it controls, and any other tracking technology, web analytics that disclose protected health information and/or personally identifiable information and shall not install the Meta Pixel without notice to and consent from the website users. As a result of Plaintiff C.M.'s (one of the named plaintiffs here) complaint filed in federal court the Meta Pixel tracking technology was removed as of April 25, 2023.

4.2. Settlement Payments. Settlement Class Members (other than the AutoPay Class Members) must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. Auto Pay Class Members will receive automatic payments and need not submit any additional claim information.

4.2.1. Cash Fund Payment. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund, which will be paid in accordance with Sections 3.8 and 4.3 herein (“Cash Compensation”).

4.2.2. The amount of the *pro rata* Cash Fund Payment will be calculated in accordance with Section 4.6 herein.

4.3. Settlement Payment Methods.

4.3.1. Participating Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via physical check sent by U.S. Mail, or may opt into various digital methods, e.g., PayPal, Venmo, etc. The option to opt in to receive Settlement Payment via digital method is clearly indicated on the Claim Form.

4.3.2. AutoPay Class Members shall receive an automatic payment through PayPal and a notification from PayPal directly, informing them that the payment related to this lawsuit has been sent. If such payment fails, the Settlement Administrator shall mail a check to the AutoPay Class Members.

4.4. Deadline to File Claims. Claim Forms must be received on or before the Claims Deadline.

4.5. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is substantially valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within fourteen Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies, and that Claimant shall have thirty (30) Days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member shall be so notified.

4.6. Distribution of Settlement Payments. Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments. All such determinations shall be performed by the Settlement Administrator.

4.7. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who received a Cash Fund Payment by physical check shall have sixty (60) Days following distribution to deposit or cash their cash benefit check.

4.8. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than 180 Days after the distribution of Settlement Payments to the Participating Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check amount in a distribution is less than Three Dollars and No Cents (\$3.00). In the event that a subsequent Settlement Payment made to Participating Settlement Class Members would exceed Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. Any amount remaining in the Net Settlement Fund after said extension is accomplished, if any, shall be distributed to the Non-Profit Residual Recipient, Marin Foster Care Association.

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

4.10. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Marin after the Effective Date. Any residual funds remaining in the Net

Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the to the Non-Profit Residual Recipient, as approved by the Court, pursuant to California Code of Civil Procedure §384. The Parties propose Marin Foster Care Association as such Non-Profit Residual Recipient.

4.11. **SETTLEMENT ADMINISTRATION**

4.12. Submission of Claims.

4.12.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

4.12.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

4.12.3. Settlement Administrator's Duties.

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

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

4.12.3.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The

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

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

4.12.3.3.2. Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

4.12.3.3.3. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

4.12.3.3.4. Cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

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

4.14. Timing of Settlement Benefits. The Settlement Administrator shall comply with the terms and conditions of this Agreement herein and shall timely make all Settlement Payments contemplated in this Agreement within thirty-five (35) Days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later.

5. SETTLEMENT CLASS NOTICE

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

5.2. Within fifteen (15) Days after the date of Plaintiffs' filing of their Motion for Preliminary Approval, Marin shall provide the Settlement Class List with the names and the most recent e-mail address and/or mailing address associated with each Settlement Class Member for the Settlement Class Members (the "Class List"). The Settlement Administrator shall perform an email cleanse and skip trace of the Class List prior to sending the E-mail Notice or Postcard Notice.

5.3. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall not be used by the Settlement

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

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

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

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

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

5.4.4. For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail

the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail; and

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

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

5.4.7. The Settlement Administrator shall complete the Direct Notice set forth in this Paragraph 6.4 within thirty (30) Days after the Notice Date.

5.5. Notice via Media Campaign. The Settlement Administrator shall design and conduct a Media Campaign consisting of a press release and advertisement targeted to Class Members, which must be approved by the Parties and the Court. This Media Campaign shall commence after the Notice Date and shall continue through the Claims Deadline. The Media Campaign materials will include a press release and an advertisement placed with Sonoma Media Investments, which will place the advertisement in the North Bay Business Journal, the Press Democrat, and the Petaluma Argus-Courier.

5.6. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique class member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

5.7. Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the operative complaint in the Actions, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgement when entered by the Court. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also make available the Long Form Notice in Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be indicated on the Settlement Website.

5.8. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment upon the Settlement by day, month, and year, and describe the method by which Class Members may object to, opt out from, or otherwise comment on the Settlement as set forth in this Agreement ; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit D**.

6. OPT-OUT PROCEDURES

6.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator

via US Mail. Requests for Exclusion must be in writing and must identify the case name *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Actions, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

7. OBJECTION AND COMMENT PROCEDURES

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

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

7.1.2. All Objections must include the following: (i) the case name *Doe, et al. v MarinHealth Medical Center*, No. CV0002218 (Marin County Superior Court); (ii) the Settlement Class Member’s full name, current physical mailing address, and telephone number; (iii) a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class, (iii) the specific grounds for the objection; and (iv) all documents or writings that the Settlement Class Member desires the Court to consider.

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

7.1.4. Objections will not be filed with the Court.

7.1.5. The Settlement Administrator shall promptly forward any objection(s) it

receives to Class Counsel and Marin's Counsel.

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

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

8. MODIFICATION OR TERMINATION OF THE AGREEMENT

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

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

8.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses,

including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

9. SERVICE PAYMENTS

9.1. Class Representatives may each seek a Service Payment, not to exceed Two Thousand Dollars (\$2,000.00) to be awarded and approved by the Court, and be paid from the Settlement Fund. Any request for such award of Service Payments must be filed at least twenty-one (21) Days prior to the Objection Deadline.

9.2. The Settlement Administrator shall pay the Service Payments approved by the Court to the Class Representatives from the Settlement Fund. Such Service Payments shall be paid by the Settlement Administrator, in the amount approved by the Court, within fifteen (15) Days after the Effective Date.

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

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

10. FEE AND EXPENSE AWARD

10.1. Class Counsel may file a motion for an award of the Fee and Expense Award to be paid from the Settlement Fund. Any such motion shall be filed at least twenty-one (21) Days prior to the Objection Deadline and be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award under this Agreement, Class

Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

10.2. The Fee and Expense Award shall be paid by the Settlement Administrator, in the amount approved by the Court, within fourteen (14) Days after the earlier of (a) the Effective Date or (b) the first date on which both the of the following conditions have occurred: (i) the entry of the Court's order so awarding the Attorneys' Fees and Expenses, notwithstanding any appeal, and (ii) service of a fully executed Stipulated Undertaking and Order by Class Counsel, substantially in the form attached hereto as **Exhibit H** (the Stipulated Undertaking and Order shall provide that Class Counsel are liable to the Settlement Fund for the repayment of their share of Attorneys' Fees and Expenses, without interest, should the Court's order so awarding Attorneys' Fees and Expenses be reversed or the fee order reversed or reduced on appeal).

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

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

10.5. The Parties have not negotiated any Fee and Expense Award to be sought by Class Counsel and there is no agreement between the parties on fees and costs.

10.6. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Payments.

11. JUDGMENT

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

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

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

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

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

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

12. REPRESENTATIONS AND WARRANTIES

12.1. In addition to the representations and warranties set forth in Section 2 ("Recitals") of this Agreement, each signatory to this Agreement represents and warrants (i) that he, she, they, or it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement and the consummation by it of

the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

12.2. Marin has provided to Plaintiffs the Settlement Class List containing the list of Persons who were identified as potential Class Members during the Relevant Period and represents and warrants such information is true and correct to the best of Marin's knowledge.

13. NO ADMISSION OF LIABILITY OR WRONGDOING

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

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

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

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

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Agreement, including all exhibits hereto, shall

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

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

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

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

14.5. Notices. Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Marin to Marin's Counsel, or if to Plaintiffs or the Settlement Class to Class Counsel, or to other recipients as the Court may

specify. All notices to the Parties or counsel required herein shall be made in writing and communicated by mail and email to the following:

If to Plaintiffs or Class Counsel:	If to Marin or Marin's Counsel:
<p>Ryan J. Clarkson Yana Hart Bryan P. Thompson CLARKSON LAW FIRM, P.C. 22525 Pacific Coast Highway Malibu, CA 90265 rclarkson@clarksonlawfirm.com yhart@clarksonlawfirm.com bthompson@clarksonlawfirm.com</p> <p>Matthew Langley ALMEIDA LAW GROUP LLC Matthew J. Langley (SBN 342846) 849 West Webster Avenue Chicago, IL 60614 Tel: (773) 554-9354 matt@almeidalawgroup.com</p>	<p>David A. Yudelson CONSTANGY, BROOKS SMITH & PROPHETE LLP 2029 Century Park East Suite 1100 Los Angeles, CA 90067 dyudelson@constangy.com</p>

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

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

14.8. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

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

14.10. Headings. The headings contained in this Agreement are for reference

purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

14.12. The Parties have spent substantial time negotiating this Settlement, during a portion of which it was impracticable, impossible, or futile to bring the Litigation to trial. Accordingly, in the event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, including, but not limited to, termination of the Agreement pursuant under the provisions herein, the time period from October 8, 2024 to the date on which this Agreement is terminated or fails to become effective, if any, (i) shall not count for the purpose of calculating the five-year period to bring the Litigation to trial under California Code of Civil Procedure Section 583.310, and (ii) shall not be used as the basis for any claims, rights or defenses, except those relating to the foregoing provision relating to California Code of Civil Procedure § 583.310, based on the passage of time during such period. Notwithstanding the foregoing, in the event that this Agreement is not approved by the Court or the Settlement is terminated

or fails to become effective in accordance with its terms, the Plaintiffs do not waive the right to seek further time to bring this Litigation to trial by operation of law, or pursuant to California Code of Civil Procedure Section 583.310.

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

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

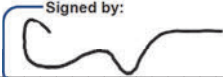
14.15. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

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

DEFENDANT:

Dated: March 17, 2025

MARINHEALTH MEDICAL CENTER

By:  Signed by:
Its: AE2DBAE877654D4... General Counsel

PLAINTIFFS:

Dated: _____

By: _____
John Doe I

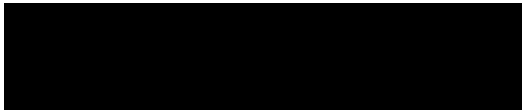
4/7/2025 | 10:05 AM CDT

Dated: _____

By:  _____
John Doe II

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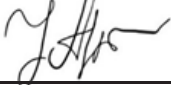
Dated: March ___, 2025

By:  _____
John Doe III

PLAINTIFFS' COUNSEL:

Dated: April 11, 2025

CLARKSON LAW FIRM, P.C.

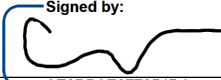
By:  _____
Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

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

DEFENDANT:

Dated: March 17, 2025

MARINHEALTH MEDICAL CENTER

Signed by: 

By: _____

Its: General Counsel

PLAINTIFFS:

Dated: 4/10/2025 | 11:54 AM HAST

By:  _____

John Doe I

Dated: _____

By: _____

John Doe II

Dated: March 31, 2025

By:  _____

John Doe III

PLAINTIFFS' COUNSEL:

Dated: March ___, 2025

CLARKSON LAW FIRM, P.C.

By: _____

Ryan J. Clarkson

Yana Hart

Bryan P. Thompson

Dated: March 31, 2025

ALMEIDA LAW GROUP LLC

By: 
Matthew J. Langley

April 11, 2025
Dated: ~~March~~ , 2025

KIESEL LAW LLP

By: 
~~Jeffery Koncius~~ Nicole Ramirez Jones

4/5/2025 | 2:41 PM CDT
Dated:


AHMAD, ZAVITSANOS, & MENSING,
PLLC

DocuSigned by:

By: 7F10265A1F5C494...
Foster C. Johnson

4/9/2025 | 5:11 PM CDT
Dated: March , 2025

SIMMONS HANITY CONROY LLP


Signed by:

By: 90EBFFF04B5F47C...
Eric S. Johnson

Attorneys for Plaintiffs and the Putative Class

APPROVED AS TO FORM AND CONTENT BY DEFENDANT'S COUNSEL:

¹⁷
Dated: March , 2025

CONSTANGY, BROOKS SMITH &
PROPHETE LLP

Signed by:
By: 
David A. Yudelson

*Attorneys for Defendant MarinHealth
Medical Center*

EXHIBIT A

CLAIM FOR MARINHEALTH META PIXEL LITIGATION SETTLEMENT BENEFITS

***John Doe I, John Doe II, and John Doe III, v. MarinHealth Medical Center, Case No. CV-000-2218
(Marin Cty., CA)***

USE THIS FORM TO MAKE A CLAIM FOR A PRO RATA CASH FUND PAYMENT

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o visitar nuestro sitio web
www.MarinHealthSettlement.com*

The DEADLINE to submit this Claim Form is: [XXXXXX XX, 202X]

I. WHAT YOU MAY GET - GENERAL INSTRUCTIONS

If you are a Marin Medical Center patient, California citizen, or a member of the public, who visited MarinHealth Medical Center's Websites between August 1, 2019, through the date of preliminary approval, you are a Class Member.

As a Class Member, you are eligible to make a claim for a Settlement Payment:

1. A pro rata Cash Fund Payment (equal payment paid to all Participating Settlement Class Members who submit a timely and valid a Claim Form) to be paid for from the Net Settlement Fund, the amount of which will depend on the number of Class Members who participate in the Settlement.

Cash Settlement Payment amounts may be reduced or increased pro rata (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.MarinHealthSettlement.com.

This Claim Form must be submitted online at www.MarinHealthSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MarinHealth Medical Center Pixel Litigation
c/o[SETTLEMENT ADMIN]
[ADDRESS]
[EMAIL]

Please note: the Settlement Administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number and amount of claims submitted.

II. CLAIMANT INFORMATION

Questions? Visit www.MarinHealthSettlement.com or call 1-XXX-XXX-XXXX

**THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY [XXXXXX XX, 202X] IN ORDER TO BE TIMELY
AND VALID**

Doc ID: 47b3180bd5224371b54b434c36b30373c31020c2

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash Settlement Payments you must notify the Settlement Administrator in writing at the address above.

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STREET ADDRESS 2

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CITY STATE ZIP CODE

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PHONE NUMBER

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UNIQUE ID (Located on the notice mailed to you; if known)

III. REQUEST FOR CASH PAYMENT

☐ **Cash Fund Payment.** You do not need to submit any additional documents, so long as you provide your Unique ID Number that was provided on your mailed Notice. A check will be mailed to the address you provided in Section II, above.

If you would prefer to receive your Settlement Payment via Amazon, Paypal, or Venmo, please provide the email address associated with your Amazon, PayPal. or Venmo account or the email address to which you would like your digital gift card Settlement Payment sent, below [OPTIONAL]:

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE
III, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV-000-2218

(Assigned to Hon. Stephen P. Freccero)

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Plaintiffs John Doe I, John Doe II, and John Doe III (“Class Representatives” or
2 “Plaintiffs”), and Defendant MarinHealth Medical Center (“Marin” or “Defendant”) (collectively,
3 the “Parties”) have entered into a Class Action Settlement Agreement and Release dated March
4 [REDACTED], 2025, and all exhibits thereto (the “Settlement” or “Settlement Agreement”);

5 On [REDACTED], 2025, the Court entered the Preliminary Approval Order that, among other
6 things, (a) preliminarily certified, pursuant to the California Code of Civil Procedure section 382,
7 a class for purposes of Settlement only; (b) appointed named Plaintiffs John Doe I, John Doe II,
8 and John Doe III as Class Representatives for settlement purposes; (c) appointed as Class Counsel
9 Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm and Matthew J. Langley
10 of Almeida Law Group.; (d) preliminarily found that the Settlement is fair, reasonable, adequate,
11 and the product of substantial investigation, litigation, and arm’s length negotiations; (e) appointed
12 Verita as the Settlement Administrator to provide notice to the Settlement Class, as selected and
13 agreed upon by the Parties; (f) approved the claims, opt out, and objection procedures provided
14 for in the Settlement Agreement; and (g) scheduled a Final Fairness Hearing for [REDACTED], 2025,
15 in Department XX of the Marin County Superior Court;

16 The notice to the Settlement Class ordered by the Court in its Preliminary Approval Order
17 has been provided, as attested to in the declaration of Christie Reed of Verita Global;

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

21 The Court duly considered the motion for final approval of the Settlement Agreement,
22 Class Counsel’s application for a Fee and Expense Award, and the request for Class Representative
23 Service Payments; and

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

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

4 2. The Court adopts, incorporates, and makes a part hereof: (a) the Class Action
5 Settlement Agreement and Release executed by the Parties on March _____, 2025, including
6 the definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively,
7 all of which were filed with the Court on _____, 2025. All capitalized terms used in this Order
8 have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

9 3. Certification of the Settlement Class for Purposes of Settlement. The Court
10 certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf
11 of a Settlement Class defined as: Defendant's patients, California citizens, and other members of
12 the public, who visited Defendant's Websites between August 1, 2019, through the date of
13 preliminary approval. Excluded from the Settlement Class are: (1) the Judges presiding over the
14 Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors,
15 predecessors, and any entity in which Marin or its parents, have a controlling interest, and its
16 current or former officers and directors; (3) natural persons who properly execute and submit a
17 Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or
18 assigns of any such excluded natural person.

19 4. Class Representatives. Plaintiffs John Doe I, John Doe II, and John Doe III are
20 hereby appointed, for settlement purposes only, as Class Representatives for the Settlement Class.

21 5. Class Counsel. Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson
22 Law Firm; and David S. Almeida and Matthew J. Langley of Almeida Law Group are hereby
23 appointed, for settlement purposes only, as counsel for the Settlement Class.

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

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

27 b. The Settlement Class has been objectively defined and can and has been
28 ascertained from Marin's business records;

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

3 d. The Class Representatives' claims are typical of the Settlement Class
4 Members' claims;

5 e. The Class Representatives and Class Counsel can and have fairly and
6 adequately represented and protected the Settlement Class Members' interests;

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

13 7. Settlement Class Notice. The Court finds that dissemination of the notices attached
14 to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval
15 Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice
16 that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of
17 (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting
18 a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of
19 the proposed Settlement (including the Releases to be provided thereunder); (v) Class Counsel's
20 motion for an award of attorneys' fees and expenses and for Service Payments to the Class
21 Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's
22 motion for attorneys' fees and expenses and Service Payments to the Class Representatives; and
23 (vii) their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient
24 notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the
25 requirements of California Code of Civil Procedure section 382, California Civil Code section
26 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
27 and any other applicable law. The notice fully satisfied the requirements of due process.

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

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

10. The Court finds the compensation to the Settlement Class, including the Cash Fund Payments of any remaining Net Settlement Funds in accordance with the terms of the Settlement Agreement, and the agreed to injunctive relief are fair and reasonable. The Court authorizes the Settlement Administrator to make payments or pay reimbursements to Settlement Class Members who submitted timely and valid Claim Forms in accordance with the terms of the Settlement Agreement.

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

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

13. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Marin, Plaintiffs, and all Settlement Class Members who did not timely request exclusion (regardless of whether any individual Settlement Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

1 14. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are
2 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.
3 Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the
4 Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and
5 each and every Settlement Class Member shall have released the Released Claims against the
6 Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any
7 of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor
8 does this Release apply to any Settlement Class Member who timely excludes himself or herself
9 from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

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

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

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

1 18. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the
2 amount of \$ _____, and reimbursement of litigation expenses and costs in the amount of
3 \$ _____, and such amounts shall be paid by the Settlement Administrator pursuant to and
4 consistent with the terms of the Settlement. Pursuant to Paragraph 11.4 of the Settlement
5 Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate
6 the attorneys' fees and expenses award.

7 19. Service Payments. The Class Representatives are each awarded a Service Payment
8 in the amount of \$ _____, and such amounts shall be paid by the Settlement Administrator
9 pursuant to and consistent with the terms of the Settlement Agreement.

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

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

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

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

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IT IS SO ORDERED.

Dated: _____

Hon. Stephen P. Freccero

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE III,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV-000-2218
(Assigned to Hon. Stephen P. Freccero)
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 On [date], the Court [granted] Plaintiffs' motion for final approval of the Settlement with
 2 MarinHealth Medical Center and [granted] Plaintiffs' motion for a Fee and Expense Award and
 3 Class Representative Service Payments. Dkt. Nos. __, __.

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

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

11
 12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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 15 Dated: _____
 16 _____
 17 Hon. Stephen P. Freccero

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EXHIBIT D

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

If you used a MarinHealth Medical Center Website between August 1, 2019, and [the date of preliminary approval], then you may be entitled to compensation.

A court authorized this notice. This is not a solicitation from a lawyer.

A Settlement has been proposed in a class action lawsuit against MarinHealth Medical Center (“Marin” or “Defendant”) relating to Marin’s alleged use of Meta Pixel on its Websites between August 1, 2019, and XXXX, 2025, during which Plaintiffs allege their web usage data, containing Personal Information, was shared with third parties, allegedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy.

Marin has denied the allegations.

“Pixel Disclosure” means the alleged disclosure of Plaintiffs’ and Settlement Class Members’ personal or health information to Facebook, Google, or other third parties as a result of any use of Tracking Pixels on Defendant’s websites. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.

You are a Class Member if you visited a MarinHealth Medical Center Website between August 1, 2019, and [the date of preliminary approval] (“Relevant Period”),

- ☐ Under the Settlement, Marin has agreed to establish a \$3 million Settlement Fund for *pro rata* cash payments to all verified Class Members. The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees, litigation costs and expenses, and Service Payments for Class Representatives. In addition, Marin removed Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users.
- ☐ Each Class Member may submit a claim either electronically through a settlement website or by mail.
- ☐ If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.

Please read this Notice carefully and in its entirety. Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A VALID CLAIM BY [NINETY (90))
CALENDAR DAYS AFTER SETTLEMENT
NOTICE DATE], 2024

If you did not submit a medical form on a MarinHealth Website during the Relevant Period, the only way to get a cash payment, is if you submit a valid claim and qualify.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

CALIFORNIA SUPERIOR COURT – MARIN COUNTY

EXCLUDE YOURSELF FROM THE CLASS BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY [SIXTY (60) CALENDAR DAYS AFTER NOTICE BEGINS], 2024	Tell the Court about why you don't like the Settlement.
GO TO A HEARING ON [DATE OF FINAL APPROVAL HEARING], 2024	Ask to speak in Court about the Settlement.
DO NOTHING	If you did not submit a medical form on a MarinHealth Website during the Relevant Period and you do nothing, you will not receive any settlement benefits. You also give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET

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BASIC INFORMATION

1. Why was this notice issued?

A state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all 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 them, and how to get them.

The Honorable Stephen P. Freccero of the Marin County Superior Court is overseeing this class action. The case is known as Doe, et al., v. MarinHealth Medical Center, Case No. CV-000-2218 (Marin County Superior Court) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the company they sued that is a party to this Settlement, MarinHealth Medical Center, is called the "Defendant."

2. What is the lawsuit about?

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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The lawsuit alleges that between August 1, 2019, and XXXXXX, 2025, Defendant disclosed certain information to a third party without authorization or consent through the Meta Pixel. Plaintiffs allege their web usage data, containing this information was shared with third parties, allegedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy, and that they were injured as a result. The Defendant, MarinHealth Medical Center, denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class. The Class Representatives in this case are John Doe I, John Doe II, and John Doe III..

4. Why is there a settlement?

The Class Representatives and Defendant do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or Defendant. Instead, the Class Representatives and Defendant have agreed to settle the Action. The Class Representatives and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Defendant.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class Member.

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

If you are a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through the date of preliminary approval, you have been identified by the Settlement Administrator as a Class Member. The Settlement does not include: (1) the Judges presiding over the Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Marin or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

6. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, call XXXXXXXX or go to www.MarinHealthSettlement.com.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

The Settlement will provide Class Members with pro rata Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement. In addition, Marin has agreed to remove Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users as a result of this Action.

To receive a *pro rata* Cash Fund Payment you must submit a claim. The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$XXXXX (assuming a 1.5% to 3% claims rate), but these are just estimates, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment. If you had submitted a Claim prior to the finalization of the Settlement, you will automatically receive a *pro rata* Cash Fund Payment, no additional claim form is required.

You are not required to provide supporting documents with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund.

Before determining if a Cash Fund Payment is best for you, it is important for you to understand how Settlement Payments will be made. Class counsel will seek reasonable attorneys' fees not to exceed \$1,000,000, costs not to exceed \$75,000, and Service Payments of \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice of the Settlement and processing claim forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed as pro rata Cash Fund Payments to individuals who submit a complete claim form, which the Settlement Administrator has approved. If you submitted an Approved Claim prior to finalization of this Settlement, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see — "Excluding Yourself From The Settlement" below).

The Settlement provides a \$3,000,000 Settlement Fund and remedial actions taken by Marin for the benefit of the Class. Any court-approved attorneys' fees, costs, and expenses, Service Payments to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits.

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders 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 Marin about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims.

8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 3.5 of the Settlement Agreement ("Release") and is included below:

The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees,

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servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as users of Marin's websites whose data may have been shared with third parties by Meta Pixel ("Released Parties") from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to Marin, with respect to the use of Meta Pixel ("Released Claims"). The Released Claims are limited to only those that arose between August 1, 2019, and the date on which the Court enters the Preliminary Approval Order. The Release will not be effective for Class Members until 30 Days after the Effective Date.

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

The Released Claims do not include claims relating to the enforcement of the Settlement. Medical malpractice, or other bodily injury claims, are expressly excluded from the release.

Notice of the Court's final judgment will be affected by posting it on the Class Administrator's website and by posting a copy of the final judgment and final approval order on the Class Administrator's website at www.MarinHealthSettlement.com. The full Settlement Agreement is available at www.MarinHealthSettlement.com. The Settlement Agreement describes the Released Claims with specific

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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descriptions, in necessarily accurate legal terminology, so please read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the Released Claims or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To receive a Cash Fund Payment you must complete and submit a Claim Form **by XXXXX XX, 202X**. Claim Forms may be submitted online at www.MarinHealthSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms could also be obtained from the Settlement Administrator **(via email at [EMAIL] or mail to [ADDRESS])**.

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Unique ID) to submit your Claim Form. If you lost or do not know your Claim Number (Unique ID), please email the Settlement Administrator at **[EMAIL]** to obtain it.

If you wish to receive your payment digitally, via PayPal, Amazon, or Venmo, instead of a check, simply provide your email address (optional) on the Claim Form where indicated. Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.MarinHealthSettlement.com.

The deadline to submit a claim for a Cash Fund Payment is **XXXX XX, 202X**.

If you submitted medical form on a Marin Website during the Relevant Period, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see — “Excluding Yourself From The Settlement” below).

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 sending an email **to [EMAIL]**, or writing to:

[ADDRESS]

None of the money in the \$3 million Settlement Fund will be paid back to Marin. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the Marin Foster Care Association , a 26 U.S.C. § 501(c)(3) non-profit organization.

10. When will I get my payment?

Payment for valid claims for a Cash Fund Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com**
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Fund Payment digitally (e.g., via PayPal, Venmo) instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment digitally will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.MarinHealthSettlement.com for updates.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class. If you exclude yourself from the settlement, you will not be entitled to receive any money from this lawsuit.

11. If I exclude myself, can I get anything from the Settlement?

If you ask to be excluded, you will not get a Cash Award under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must be in writing and must identify the case name *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **XXXX XX, 202X:**

[ADDRESS]

You cannot exclude yourself by telephone, electronically, or by e-mail.

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.**
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court I don't like the proposed Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. Any objection to the proposed settlement must be in writing. Objections must be served via United States mail or e-mail to the Settlement Administrator, whose contact information is provided in **Question 22 below**.

You objection must include the following:

- (i) your full name, current mailing address, and telephone number;
- (ii) a signed statement that you believe yourself to be a member of the Settlement Class;
- (iii) whether the objection applies only to the you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (iv) the specific grounds for your objection;
- (v) all documents or writings that you desire the Court to consider; and
- (vi) a statement regarding whether you (or counsel of your choosing) intend to appear at the Fairness Hearing.

All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

Any written objection you wish to submit must be submitted or postmarked on or before **XXXX XX, 202X**. Notwithstanding the foregoing, you may be allowed to speak regarding your objection at the Fairness Hearing, even if you have not complied with these procedures, subject to the discretion of the presiding Judge.

The Court may only require substantial compliance with the requirements for submitting an objection. The requirement to submit a written objection may be waived upon a showing of good cause.

OBJECTION AND OPT-OUT DIFFERENCES

15. What is the difference between objecting and opting out?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

QUESTIONS? **CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com**.
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

The Court has designated Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm and Matthew J. Langley of Almeida Law Group to represent you as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the costs of the lawsuit and Settlement be paid?

The Class Administrator’s and Notice Provider’s costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed [TBD], plus postage. Class Counsel’s reasonable attorneys’ fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The three Class Representatives will also request that the Court approve a payment to them of up to \$2,000 total from the Settlement Fund, as service awards for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Class Members in the settled Actions. The amounts are subject to Court approval and the Court may award less.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don’t have to.

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

The Court will hold a Fairness Hearing at XXXXX a.m. on [TBD], ____ 2025, before the Honorable Stephen P. Freccero in Department XX of the Marin County Superior Court, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.MarinHealthSettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Class Representatives and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it’s not required.

20. May I speak at the hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you should indicate this in your written objection (see Question 14 above). If you plan to have your attorney speak for you at the Fairness Hearing, your objection should also include your attorney’s name, address, and phone number.

IF YOU DO NOTHING

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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CALIFORNIA SUPERIOR COURT – MARIN COUNTY

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at www.MarinHealthSettlement.com. You may also call toll-free XXXXXXXX.

PLEASE DO NOT TELEPHONE THE DEFENDANT, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

QUESTIONS? CALL XXXXXXXX OR VISIT www.MarinHealthSettlement.com.
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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE I, JOHN DOE II, AND JOHN
DOE III, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

Assigned for all purposes to the
Honorable Stephen P. Freccero

Trial Date: None

The Court has before it Plaintiffs John Doe I, John Doe II, and John Doe III (“Class Representatives or “Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class; the Declarations of Class Counsel, Plaintiffs, the Settlement Administrator, and the Non-Profit Residual Recipient and the Parties’ settlement agreement (the “Settlement” or “SA”); having presided over a hearing on _____, 2025; and good cause appearing, the Court finds and orders as follows:

1. The Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement Agreement and preliminarily certifies the Settlement Class¹ based upon the terms set forth in the Settlement Agreement between Plaintiffs and Defendant MarinHealth Medical Center (“Marin” or “Defendant”), filed concurrently with Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class. The Court grants preliminary approval of the Settlement of this Action pursuant to California Rules of Court, Rule 3.769(c).
2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Fairness Hearing and final approval by this Court. The Court notes that Defendant has agreed to provide a pro rata cash payment, calculated in accordance with the terms of the Settlement Agreement. Further, the Settlement provides for significant injunctive relief and data privacy enhancements with a commitment from Marin that Marin shall remove Meta Pixel technology on its websites and shall not install the Meta Pixel without notice to and consent from the website users.

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

- 1 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
2 range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount
4 is fair and reasonable to the Settlement Class Members, when balanced against the
5 probable outcome of further litigation relating to class certification, liability and
6 damages issues, and potential appeals; (2) significant formal and informal discovery,
7 investigation, research, and litigation has been conducted such that counsel for the
8 Parties at this time are able to reasonably evaluate their respective positions; (3)
9 settlement at this time will avoid substantial costs, delay, and risks that would be
10 presented by the further prosecution of the litigation; and (4) the Settlement has been
11 reached as the result of intensive, serious, and non-collusive negotiations between the
12 Parties with the assistance of a well-respected class action mediator. Accordingly, the
13 Court preliminarily finds that the Settlement Agreement was entered into in good faith.
- 14 4. A Final Fairness Hearing on the question of whether the Settlement, attorneys' fees
15 and costs to Class Counsel, and the Class Representative Service Payments should be
16 finally approved as fair, reasonable, and adequate as to the Settlement Class Members
17 is hereby set in accordance with the schedule set forth below. Consideration of any
18 application for an award of attorneys' fees, costs, expenses, and Service Payments shall
19 be separate from consideration of whether or not the proposed Settlement should be
20 approved, and from each other, and shall be embodied in separate orders.
- 21 5. The Court provisionally certifies for settlement purposes the following class (the
22 "Settlement Class"): "Defendant's patients, California citizens, and other members of
23 the public, who visited Defendant's Websites between August 1, 2019, through the **date**
24 **of preliminary approval.**" Excluded from the Settlement Class are: (1) the Judges
25 presiding over the Actions and members of their families; (2) Marin, its subsidiaries,
26 parent companies, successors, predecessors, and any entity in which Marin or its
27 parents, have a controlling interest, and its current or former officers and directors; (3)
28 natural persons who properly execute and submit a Request for Exclusion prior to the

expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs John Doe I, John Doe II, and John Doe III.

8. The Court appoints, for settlement purposes only, Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm; and Matthew J. Langley of Almeida Law Group, as Settlement Class Counsel.

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

10. The Court appoints Verita Global as the Settlement Administrator.

11. The Court approves, as to form and content: (1) the Settlement Class Notice Plan set forth in the Declaration of Christie Reed of Verita Global, LLC. filed in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement; (2) the Long Form Notice, attached as Exhibit D to the Settlement Agreement; (3) the Summary Notice, attached as Exhibits F (Postcard) and G (Email Notice) to the Settlement Agreement; and (4) the Claim Form, attached as Exhibit A to the Settlement Agreement.

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

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

11 14. With the exception of such proceedings as are necessary to implement, effectuate, and
12 grant final approval to the terms of the Settlement Agreement, all proceedings and
13 litigation deadlines are stayed in this Action and all Settlement Class Members are
14 enjoined from commencing or continuing any action or proceeding in any court or
15 tribunal asserting any claims encompassed by the Settlement Agreement pending
16 decision on Final Approval of the Settlement, unless the Settlement Class Member
17 timely submits a valid Request for Exclusion as defined in the Settlement Agreement.

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

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

26 17. Any Settlement Class Member who does not submit a valid Request for Exclusion as
27 forth by the Settlement shall not be excluded from the Settlement Class.
28

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

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

Matthew J. Langley
ALMEDIA LAW GROUP
849 West Webster Avenue
Chicago, IL 60614

Ryan Clarkson
Yana Hart
Bryan P. Thompson
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

20. Any Settlement Class Member who is not excluded from the Settlement Class may object to the Settlement. To validly object to the Settlement Agreement, an objecting class member must mail or e-mail their objection to the Settlement Administrator, Class Counsel, and Marin's Counsel and include: (i) their full name, current mailing address, and telephone number; (ii) a signed statement that they believe yourself to be a member of the Settlement Class; (iii) whether the objection applies only to the them as the objector, a subset of the Settlement Class, or the entire Settlement Class, (iv) the specific grounds for their objection; (v) all documents or writings that they desire the Court to consider; and (vi) a statement regarding whether they (or counsel of their choosing) intend to appear at the Fairness Hearing by [Objection Deadline].

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

22. The Claims Administrator shall post the Settlement and all related documents on the Settlement Website. The Settlement shall include the approved class definition set forth in Paragraph 3 above and the final notices and claim form.

23. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement becomes null and void pursuant to its terms, this Order and all orders

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

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

Event	Date
Last day for Defendant to provide Class List to the Settlement Administrator	5 calendar days after this Order granting preliminary approval of class action settlement
Notice Date (the date Settlement Administrator must commence Class Notice)	30 calendar days after this Order granting preliminary approval of class action settlement
Claims Deadline (deadline to submit Claim Forms)	90 calendar days after the Notice Date
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Filing of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Payments	21 calendar days prior to the Objection / Exclusion Deadline
Filing of Plaintiffs' Motion for Final Approval	14 calendar days following the Objection / Exclusion Deadline
Final Fairness Hearing	_____, 2025 [Any date that is at least 135 days after the issuance of the Preliminary Approval Order]

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


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IT IS SO ORDERED.

Dated: _____

Hon. Stephen P. Freccero

EXHIBIT F



DocuSign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1

John Doe I, John Doe II, and John Doe III, v. MarinHealth Medical Center
Case No. CV-000-2218

Class Action Notice
Authorized by the Superior Court of California

[INSERT QR CODE]

Are you a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through **[date of preliminary approval]**?

There is a \$3,000,000 million settlement of a lawsuit.
You may be entitled to money.

To get a payment under this settlement, you must submit a claim by **[60 calendar days after settlement notice]**.
You can visit www.MarinHealthSettlement.com to learn more.

Key things to know:

- This is an important legal document.
- The parties agreed to this settlement. The Court did not rule for either side and Defendant denies all claims or wrongdoing.
- If you do not act before **[date]**, any ruling from the Court will apply to you, and you will not get a payment or be able to sue about the same issues.
- If you have questions or need assistance, please call **[Insert Phone Number]**
- You can learn more, including about how to make a claim, object to the settlement or exclude yourself from the settlement, and about the Court's Final Approval Hearing, at www.MarinHealthSettlement.com or by scanning the QR code.

Doc ID: 4763180b65224371b546454c58b30373d31020c2

Docusign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1

[INSERT STAMP]

Court-Approved Legal Notice



This is an important notice
about a class action lawsuit.

<<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>>

EXHIBIT G

Docusign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1

Email Notice

**MARINHEALTH MEDICAL CENTER PIXEL
LITIGATION**

**Our Records Indicate You Accessed the
website of Marin Health Medical Center and
may be entitled to a Cash Payment from a
class action settlement**

*A federal court has authorized this Notice. This is not a
solicitation from a lawyer.*

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o
visitar nuestro sitio web www.MarinHealthSettlement.com.*

**Click here to file a claim by [ninety (90)
days after notice date].**

Why did I get this notice? A class action settlement has been proposed in a class action lawsuit against MarinHealth Medical Center ("Marin" or "Defendant") relating to Marin's alleged use of Meta Pixel on its Websites between August 1, 2019, and XXXX, 2024, during which Plaintiffs allege their web usage data, containing Personal Information, was shared with third parties, allegedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy.

If you are a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin's Websites between August 1, 2019, through the [date of

Docusign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1
preliminary approval], you are a member of the affected Class. Plaintiffs claim that Marin did not have authorization to share their data, and Marin denies any wrongdoing. No judgment or determination of wrongdoing has been made by the Court.

Who is Included? The Court decided that Class Members means all Defendant's patients, California citizens, and other members of the public, who visited Defendant's Websites between August 1, 2019, through the date of **preliminary approval**. If you are receiving this Notice, you are a Class Member.

What does the Settlement Provide? The Settlement establishes a \$3,000,000 Settlement Fund to be used to pay valid claims a pro rata Cash Fund Payments; costs of Notice and administration; Service Awards to the Class Representatives; and Attorneys' Fees and Costs (not **exceed \$XXXXXX**). Also, Marin has agreed to remove Meta Pixel technology on its websites and will not install the Meta Pixel without notice to and consent from the website users. All Claimants are eligible for monetary relief:

- **Pro Rata Cash Fund Payments** – a pro rata cash payment from money remaining in the Settlement Fund after all claims are submitted.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **[ninety (90) days after notice date]**, including any documentation. You can file your claim online at www.MarinHealthSettlement.com or download and submit by mail. You may also complete the enclosed tear-off Claim Form for Cash Fund Payments.

Docusign Envelope ID: E2162A25-C53C-4971-A8C6-6D17C2059CB1

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [sixty (60) days after notice date]. If you do not exclude yourself, you will release any claims you may have against Marin and Released Parties related to the Marin Pixel Settlement, as more fully described in the Settlement Agreement, available at www.MarinHealthSettlement.com. If you do not exclude yourself, you may object to the Settlement. Visit the website for complete information on how to exclude yourself or object to the Settlement.

The Final Fairness Hearing. The Court has scheduled a hearing in this case for DATE at TIME before the Honorable Stephen P. Freccero in the Marin County Superior Court, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

You may contact the settlement administrator at the e-mail address, phone number or mailing address below if you have any questions.

MarinHealth Medical Center
Pixel Litigation
c/o [ADMIN]
[ADMIN ADDRESS]
[ADMIN EMAIL]
Toll free telephone number: xxxxxxxxxxxxxxxxx

EXHIBIT H

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

JOHN DOE 1, JOHN DOE II, AND JOHN DOE
III, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

(Assigned to Hon. Stephen P. Freccero)

**STIPULATED UNDERTAKING RE:
ATTORNEYS’ FEES AND
EXPENSES IN CONNECTION
WITH PROPOSED CLASS ACTION
SETTLEMENT AND PROPOSED
ORDER**

Plaintiffs John Doe I, John Doe II, and John Doe III (“**Plaintiffs**”), and MarinHealth Medical Center (“**Defendant**”) (collectively the “**Parties**”), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, the Class Counsel (as defined in the underlying Settlement Agreement) and their respective law firms desire to give an undertaking (the “**Undertaking**”) for repayment of their respective shares of the award of attorneys’ fees and costs, as is required by the Settlement Agreement.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

WHEREAS, all capitalized terms used herein without definition shall have the same meaning, force, and effect given to them in the Settlement Agreement.

WHEREAS, Plaintiffs’ Counsel and their respective law firms desire to memorialize an undertaking for the possible repayment of their share of any Fee and Expense Award, as may be required by the Settlement Agreement and approved by the Court.

1 NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as
2 individuals and as officers of their law firm, hereby submit themselves and their law firm to the
3 jurisdiction of the Court for the purpose of enforcing the provisions of this Stipulated Undertaking, as
4 well as any and all disputes relating to or arising out of the reimbursement obligation set forth herein
5 and the Settlement Agreement.

6 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
7 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
8 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
9 shareholders shall be jointly and severally liable to return such payments.

10 Class Counsel and their respective firms, and their successors and assigns, shall be liable for
11 Class Counsel's obligations to return such payments of their shares of any Fee and Expense Award
12 pursuant to this Undertaking. In the event of dissolution of Class Counsels' respective firms, their
13 shareholders shall be jointly and severally liable to return such payments.

14 Defendant will pay Class Counsel the Court awarded attorneys' fees and costs as provided
15 in the Settlement Agreement within fifteen (15) calendar days of entry of the Court's Final Order
16 and Judgment approving the settlement and fee award, notwithstanding any appeals or any other
17 proceedings which may delay the Effective Date of the Settlement.

18 If the Final Approval Order and Judgment or any part of it is overturned, reduced, vacated,
19 or otherwise modified prior to the Effective Date, then within forty-five (45) days of such event
20 Class Counsel shall be obligated by Court order to return their shares of any difference between the
21 amount of the original award and any reduced award. If the Settlement remains in force, the
22 difference shall be returned to the Settlement Fund; if the Settlement is not in force, the difference
23 shall be returned to Defendant. The terms set forth herein are incorporated into this Class Action
24 Settlement Agreement and shall be binding as if fully set forth herein.

25 This Undertaking and all obligations set forth herein shall expire upon finality of all direct
26 appeals of the Final Order and Judgment.

27 In the event Class Counsel fails to repay to Defendant their respective shares of any
28 attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon

application of Defendant, and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Class Counsel for their share of the unpaid sum.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms and client-parties to this action.

The undersigned declare under penalty of perjury under the laws of the State of California and the United States that they have read and understand the foregoing, and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: March 5, 2025

CLARKSON LAW FIRM, P.C.

Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

DATED: March 5, 2025

ALMEIDA LAW GROUP LLC

Matthew J. Langley
Attorneys for Plaintiffs

DATED: March 5, 2025

CONSTANGY, BROOKS SMITH & PROPHETE LLP

David A. Yudelson
Attorney for Defendant

EXHIBIT B

Doe, et al., v. Marin Health Medical Center Case
No. CV0002218
Bloomberg Law Article re Hourly Rates

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than \$2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than \$1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges \$1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at \$2,465 an hour. Want to hire famous litigator David Boies? That'll cost \$1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the \$2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	\$2,465
Latham & Watkins	\$2,075
Kirkland & Ellis	\$1,995
Simpson Thacher & Bartlett	\$1,965
Boies Schiller Flexner	\$1,950
Sidley Austin	\$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over \$5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly \$2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than \$1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast [here](#).

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

Related Articles

[Overworked Big Law Can't Find Enough Lawyers With Demand Surging](#) Dec. 9, 2021, 3:00 AM

[Never Underestimate Big Law's Ability to Raise Billing Rates](#) Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

EXHIBIT C

Doe, et al., v. Marin Health Medical Center Case
No. CV0002218

ALM Legal Intelligence NLJ Billing Survey

2014 NLJ Billing Survey

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Year	Firm Name	Location	Average FTE Attorneys	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Avg	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Avg	Counsel Avg	Counsel Low	Counsel High	NLJ Billing Source	Notes
2014	Adams and Reese	New Orleans, LA	318	\$700.00	\$305.00	\$420.00	\$315.00	\$220.00	\$270.00	\$500.00	\$425.00	\$575.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akerman	Miami, FL	523	\$880.00	\$360.00	\$535.00	\$465.00	\$205.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akin Gump Strauss Hauer & Feld	Washington, DC	809	\$1220.00	\$615.00	\$785.00	\$660.00	\$365.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Allen Matkins Leck Gamble Mallory & Natsis	Los Angeles, CA	181	\$680.00	\$525.00	\$615.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Alston & Bird	Atlanta, GA	789	\$875.00	\$495.00	\$675.00	\$575.00	\$280.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Andrews Kurth	Houston, TX	337	\$1090.00	\$745.00	\$890.00	\$1090.00	\$265.00	\$670.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Archer & Greiner	Haddonfield, NJ	194	\$460.00	\$330.00	\$400.00	\$295.00	\$200.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arent Fox	Washington, DC	330	\$860.00	\$500.00	\$650.00	\$595.00	\$275.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Arnall Golden Gregory	Atlanta, GA	140	\$520.00	\$430.00	\$490.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnold & Porter	Washington, DC	720	\$950.00	\$670.00	\$815.00	\$610.00	\$345.00	\$500.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00	\$272.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & McKenzie	Chicago, IL	4087	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$465.00	\$245.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ballard Spahr	Philadelphia, PA	483	\$650.00	\$395.00	\$475.00	\$495.00	\$235.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Barnes & Thornburg	Indianapolis, IN	522	\$580.00	\$330.00	\$480.00	\$370.00	\$260.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$360.00	\$455.00	\$475.00	\$155.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Best Best & Krieger	Riverside, CA	176	\$655.00	\$340.00	\$455.00	\$385.00	\$235.00	\$280.00	\$439.83	\$340.00	\$595.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$185.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bond, Schoeneck & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	\$360.00	\$275.00	\$485.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brown Rudnick	Boston, MA	187	\$1045.00	\$650.00	\$856.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	\$635.00	\$355.00	\$865.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Buchalter Nemer	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Burr & Forman	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cole, Schotz, Meisel, Forman & Leonard	Hackensack, NJ	118	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Connell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cooley	Palo Alto, CA	673	\$990.00	\$660.00	\$820.00	\$640.00	\$335.00	\$515.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cozen O'Connor	Philadelphia, PA	495	\$1135.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Curtis, Mallet-Prevost, Colt & Mosle	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Graham & Stubbs	Denver, CO	145	\$635.00	\$315.00	\$435.00	\$350.00	\$200.00	\$255.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Debevoise & Plimpton	New York, NY	595	\$1075.00	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dechert	New York, NY	845	\$1095.00	\$670.00	\$900.00	\$735.00	\$395.00	\$530.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	\$360.00	\$150.00	\$615.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dorsey & Whitney	Minneapolis, MN	501	\$585.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Duane Morris	Philadelphia, PA	613	\$960.00	\$415.00	\$589.00	\$585.00	\$280.00	\$373.00	\$638.00	\$460.00	\$1015.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley Hoag	Boston, MA	221	\$775.00	\$590.00	\$670.00	\$385.00	\$290.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	\$417.00	\$350.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$765.00	\$980.00	\$930.00	\$175.00	\$590.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Greenberg Traurig	New York, NY	1690	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$348.00	\$285.00	\$175.00	\$230.00	\$287.50	\$175.00	\$400.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$363.00	\$225.00	\$535.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$575.00	\$420.00	\$910.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Husch Blackwell	St. Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$418.00	\$240.00	\$625.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Irell & Manella	Los Angeles, CA	166	\$975.00	\$800.00	\$890.00	\$750.00	\$395.00	\$535.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jeffer, Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jenner & Block	Chicago, IL	434	\$925.00	\$565.00	\$745.00	\$550.00	\$380.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kasowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$835.00	\$625.00	\$200.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Katten Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$455.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$860.00	\$795.00	\$370.00	\$597.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kelley Drye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$305.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kilpatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kirkland & Ellis	Chicago, IL	1554	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Knobbe Martens Olson & Bear	Irvine, CA	260	\$810.00	\$450.00	\$575.00	\$455.00	\$305.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kramer Levin Naftalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	\$477.00	\$300.00	\$650.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$990.00	\$725.00	\$465.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lathrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lewis Roca Rothgerber	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lowenstein Sandler	Roseland, NJ	261	\$990.00	\$600.00	\$765.00	\$650.00	\$300.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$640.00	\$740.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$530.00	\$370.00	\$220.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	\$419.00	\$225.00	\$695.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$490.00	\$430.00	\$190.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$765.00	\$430.00	\$620.00	\$585.00	\$270.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$865.00	\$725.00	\$230.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	\$376.00	\$195.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Nixon Peabody	Boston, MA	584	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norris McLaughlin & Marcus	Bridgewater, NJ	128	\$505.00	\$485.00	\$495.00	\$365.00	\$185.00	\$275.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norton Rose Fulbright	Houston, TX	3537	\$900.00	\$525.00	\$775.00	\$515.00	\$300.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nossaman	Los Angeles, CA	148	\$800.00	\$370.00	\$579.00	\$490.00	\$255.00	\$340.00	\$495.00	\$440.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nutter McClennen & Fish	Boston, MA	146	\$715.00	\$470.00	\$575.00	\$460.00	\$295.00	\$375.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ogletree Deakins	Atlanta, GA	668	\$650.00	\$250.00	\$360.00	\$365.00	\$200.00	\$260.00	\$315.00	\$230.00	\$555.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	O'Melveny & Myers	Los Angeles, CA	721	\$950.00	\$615.00	\$715.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Orrick Herrington & Sutcliffe	New York, NY	954	\$1095.00	\$715.00	\$845.00	\$375.00	\$710.00	\$560.00	\$735.00	\$685.00	\$850.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Parker Poe Adams & Bernstein	Charlotte, NC	185	\$500.00	\$425.00	\$450.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Paul Hastings	New York, NY	889	\$900.00	\$750.00	\$815.00	\$755.00	\$335.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Paul, Weiss, Rifkind, Wharton & Garrison	New York, NY	854	\$1120.00	\$760.00	\$1040.00	\$735.00	\$595.00	\$678.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Perkins Coie	Seattle, WA	861	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	\$635.00	\$280.00	\$800.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Polsinelli	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	\$376.00	\$300.00	\$450.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$519.00	\$600.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Reed Smith	Pittsburgh, PA	1555	\$890.00	\$605.00	\$737.00	\$530.00	\$295.00	\$420.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Richards, Layton & Finger	Wilmington, DE	124	\$800.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Riker Danzig Scherer Hyland & Perretti	Morristown, NJ	146	\$495.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seward & Kissel	New York, NY	143	\$850.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seyfarth Shaw	Chicago, IL	779	\$860.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$875.00	\$490.00	\$685.00	\$535.00	\$275.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Shutts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1150.00	\$845.00	\$1035.00	\$845.00	\$340.00	\$620.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Snell & Wilmer	Phoenix, AZ	411	\$845.00	\$325.00	\$525.00	\$470.00	\$180.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Spilman Thomas & Battle	Charleston, WV	131							\$280.00	\$215.00	\$350.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Squire Patton Boggs			\$950.00	\$350.00	\$655.00	\$530.00	\$250.00	\$355.00				National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sterne, Kessler, Goldstein & Fox	Washington, DC	122	\$795.00	\$450.00	\$577.00	\$470.00	\$265.00	\$346.00	\$483.57	\$450.00	\$520.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stevens & Lee	Reading, PA	154	\$800.00	\$525.00	\$625.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stoel Rives	Portland, OR	365	\$800.00	\$300.00	\$492.00	\$465.00	\$205.00	\$287.00	\$312.00	\$280.00	\$510.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Strasburger & Price	Dallas, TX	217	\$690.00	\$290.00	\$435.00	\$365.00	\$210.00	\$270.00	\$475.00	\$300.00	\$690.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stroock & Stroock & Lavan	New York, NY	285	\$1125.00	\$675.00	\$960.00	\$840.00	\$350.00	\$549.00	\$979.00	\$745.00	\$1095.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Taft Stettinius & Hollister	Cincinnati, OH	357	\$535.00	\$285.00	\$415.00	\$475.00	\$200.00	\$285.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Troutman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ulmer & Berne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Varnum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Venable	Washington, DC	533	\$1075.00	\$470.00	\$660.00	\$575.00	\$295.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Waller Lansden Dortch & Davis	Nashville, TN	178	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wiley Rein	Washington, DC	277	\$950.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Williams Mullen	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Willkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$580.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Associate Class Billing Survey

EXHIBIT D

Doe, et al., v. Marin Health Medical Center Case
No. CV0002218

**Wall Street Journal Article “On Sale: The \$1,150-
Per Hour Lawyer” Article**

On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

The Wall Street Journal

April 10, 2013 Wednesday

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Byline: By **Jennifer Smith**

Body

Top partners at leading U.S. law firms are charging more than ever before, yet those hourly rates aren't all they appear to be.

Having blown past the once-shocking price tag of \$1,000 an **hour**, some sought-after deal, tax and trial **lawyers** are commanding hourly **fees** of \$1,150 or more, according to an analysis of billing rates compiled from public filings.

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

Think of hourly **fees** "as the equivalent of a sticker on the car at a dealership," said legal consultant Ward Bower, a principal at Altman Weil Inc. "It's the beginning of a negotiation. . . . Law firms think they are setting the rates, but clients are the ones determining what they're going to pay."

Star **lawyers** still can fetch a premium, and some of them won't budge on price. The number of partners billing \$1,150-plus an **hour** has more than doubled since this time last year, according to Valeo Partners, a consulting firm that maintains a database of legal rates pulled from court filings and other publicly disclosed information. More than 320 **lawyers** in the firm's database billed at that level in the first quarter of **2013**, up from 158 a year earlier.

That gilded circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal **lawyers** such as Kenneth M. Schneider of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

Those lawyers and their firms either declined to comment or didn't reply to requests for comment.

When corporate legal departments need a trusted hand to fend off a hostile takeover or win a critical court battle, few general counsels will nitpick over whether a key lawyer is charging \$900 an hour or \$1,150 an hour. But for legal matters where their future isn't on the line, companies are pushing for -- and winning -- significant price breaks.

"We almost always negotiate rates down from the rack rates," said Randal S. Milch, general counsel for phone giant Verizon Communications Inc. The result, he said, is a "not-insignificant discount."

For the bread-and-butter work that many big law firms rely on, haggling has become the norm. Many clients grew accustomed to pushing back on price during the recession and continue to demand discounts.

Some companies insist on budgets for their legal work. If a firm billing by the hour exceeds a set cap, lawyers may have to write off some of that time.

Other clients refuse to work with firms who don't discount, lopping anywhere from 10% to 30% off their standard rates. Some may grant rate increases to individual partners or associates they deem worthy. Another tactic: locking in prices with tailored multiyear agreements with formulas governing whether clients grant or refuse a requested rate increase.

In practical terms, that means the gap between law firms' sticker prices and the amount of money they actually bill and collect from their clients is wider than it has been in years.

According to data collected by Thomson Reuters Peer Monitor, big law firms raised their average standard rate by about 9.3% over the past three years. But they weren't able to keep up on the collection side, where the increase over the same period was just 6%.

Firms that used to collect on average about 92 cents for every dollar of standard time their lawyers worked in 2007, before the economic downturn, now are getting less than 85 cents. "That's a historic low," said James Jones, a senior fellow at the Center for the Study of the Legal Profession at Georgetown Law.

To be sure, the legal business has picked up since the recession, when some clients flat-out refused to pay rate increases.

In the first quarter of **2013**, the 50 top-grossing U.S. law firms boosted their partner rates by as much as 5.7%, billing on average between \$879 and \$882 an hour, according to Valeo Partners. Rates for junior lawyers, whose labors have long been a profit engine for major law firms, jumped even more.

While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates with one to four years of experience rose to \$500 an hour, according to Valeo.

The increases continue the upward trend of 2012, when legal fees in general rose 4.8% and associate billing rates rose by 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of Wolters Kluwer, and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

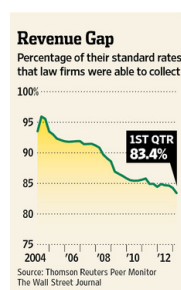
On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite **lawyers** have successfully staked out the high end -- the deal teams at Wachtell, Lipton, Rosen & Katz, for example -- legal experts say that client pressure to control legal spending means most law firms must be more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones of Georgetown. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

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Notes

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EXHIBIT E

Doe, et al., v. Marin Health Medical Center Case
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The Firms

April 16, 2012 5:20 PM

When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer

Posted by Sara Randazzo

Hourly rates just keep rising—and the best-paid lawyers are raising their rates faster than everyone else.

Those are two of the key findings contained in the [2012 Real Rate Report](#), an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. The report, released Monday, is the second such collaboration between TyMetrix, a company that manages and audits legal bills for corporate legal departments, and the Corporate Executive Board.

Many of the new rate report's findings echo those contained in the 2010 study, including the fact that rates keep going up, almost across the board, and that the cost of a given matter can vary dramatically depending on a law firm's size and location and its relationship with a particular client.

At the same time, this year's study shows that the legal sector is becoming increasingly bifurcated, with top firms raising rates faster than those at the bottom of the market and large firms charging a premium price based purely on their size.

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces than others."

To compile the current rate report, TyMetrix received permission from its clients to examine legal fees billed to 62 companies across 17 industries including energy, finance, retail, technology, insurance, and health care. The bills, which represent the amount actually paid by the companies in question rather than the amount initially charged, came from more than 4,000 firms in 84 metropolitan areas around the country. Every firm on the 2011 Am Law 100 is represented in the data.

The report's key data points include:

A Widening Gap: Hourly rates charged by lawyers in the legal sector's upper echelon grew faster between 2009 and 2011 than those charged by lawyers toiling on the lower rungs. Particularly striking was the jump in associate rates billed by those falling in the report's top quartile: 18 percent on average, to just over \$600 per hour. Rates billed by top quartile partners, meanwhile, rose 8 percent, to just under \$900 per hour. In the bottom quartile, associate rates rose 4 percent and partner rates rose 3 percent during the same period.

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3

percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of \$530 an hour.

Location Counts: Not surprisingly, lawyers working in major metropolitan areas—where, as the rate report notes, rents are typically higher—are the priciest. An address in Boston, Chicago, Los Angeles, San Francisco, or Washington, D.C., alone adds about \$161 to the hourly rate charged by an individual lawyer. Those six cities and Baltimore, Houston, Philadelphia, and San Jose are the ten U.S. markets with the highest hourly rates. With an average partner rate topping \$700 per hour and average associate rate of more than \$450 per hour, New York is the most expensive market in the country. The least expensive? Riverside, California, where the average partner bills at under \$250 per hour and associates bill at just over \$300 an hour.

In the Minority: A small group of lawyers—12 percent—bucked the trend toward higher fees and actually lowered rates between 2009 to 2011—and 3 percent trimmed rates by \$50 or more per hour. (Most of those in the rate-cutting camp were based outside the big six markets identified above.) At the other end of the spectrum, 52 percent of lawyers increased rates by between \$25 and \$200 or more per hour. Another 18 percent increased rates by less than \$25 per hour, and the final 18 percent held rates steady.

First-Year Blues: Even before the recession hit, clients balked at paying for what they considered on-the-job training for first-year associates. The latest rate report is likely to reinforce that reluctance, given its finding that using entry-level lawyers adds as much as 20 percent to the cost of a legal matter. The report offers evidence that firms may be accommodating clients on this front: The percentage of bills attributed to entry-level associates dropped from 7 percent in 2009 to 2.9 percent last year.

Ties That Bind: The more work one firm handles for a client—and the longer the client relationship extends—the higher the average rate the firm charges. For companies that paid one firm \$10 million or more in a single year, the average hourly rate paid was \$553 in 2011. By comparison, clients that limited their spending on an individual firm to \$500,000 paid that firm an average of \$319 per hour.

Four-Digit Frontier: Data has consistently shown that many lawyers hesitate to charge more than \$1,000 an hour, and in 2011 just under 3 percent of the lawyers covered by the rate report had broken that barrier. Of those, the vast majority were working in the six main legal markets identified above and 60 percent of the time, they billed in increments of one hour or less.

Playing Favorites: Across all practice areas, 90 percent of lawyers charged different clients different rates for similar types of work. (The figure for mergers and acquisitions lawyers was 100 percent.) The differences from client to client can be extreme, and were even more pronounced in the current report than in the 2010 edition. Rates charged by intellectual property specialists, for instance, had a median variance of 23.1 percent, while lawyers doing commercial and contract work showed a 18.7 percent median difference.

Who's Doing What? A closer look at law firm bills for work performed on litigation and intellectual property assignments shows that the kind of timekeeper billing on a matter varies by practice type. On patent matters, the report shows, 47 percent of hours billed on average are attributed to paralegals, and 37 percent by partners. By comparison, paralegals account for just 8 percent of the work done on labor and employment litigation hours, while partners handle 45 percent.

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Wall Street Journal “Top Billers” Article

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Radke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ian	Kirkland & Ellis LLP	Tax			\$1,220	Visteon Corp.	2010
Schmidt, Gerhard	Weil Gotshal	Finance	Corporate	Mergers and Acquisition	\$1,165	Aleris International	2010
Gon, Michelle Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Motors Liquidation Company	2010
Shutter, Andrew	Cleary Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Cleary Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermeersch, Dirk	Cleary Gottlieb	Environmental Litigation	Litigation		\$1,130	Truvo	2010
Reding, Jacques	Cleary Gottlieb	Bankruptcy	Mergers and Acquisition	Equities	\$1,130	Truvo	2010
McArdle, Wayne P.	Gibson Dunn	Corporate			\$1,110	Lehman Brothers Holding Inc	2010
DuBois, Pierre-Andre	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheler, Brad	Fried Frank	Bankruptcy			\$1,100	Stations Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			\$1,080	MIG Inc	2010
Brown, Michael	Jones Day	Finance	Litigation	Regulatory	\$1,075	Lehman Brothers Holding Inc	2010
Coffey, Lee	Jones Day	Litigation	International Law	Energy	\$1,075	Lehman Brothers Holding Inc	2010
Stueck, Barnaby C.	Jones Day	Bankruptcy			\$1,075	Lehman Brothers Holding Inc	2010
Karian, Mitchell A.	Gibson Dunn	Litigation			\$1,075	Almatis	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Pistillo, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Nesgos, Peter	Milbank Tweed	Finance			\$1,050	Sea Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,050	SP Wind Down Inc	2010
Fieder, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
Rothenberg, Peter	Paul Weiss	Corporate	Tax		\$1,050	SP Wind Down Inc	2010
Baronsky, Kenneth J	Milbank Tweed	Bankruptcy	Mergers and Acquisition	Securities Litigation	\$1,050	Stations Casinos	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Palmer, Deryck A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Bray, Gregory	Milbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Dunne, Dennis	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Weil Gotshal	Mergers and Acquisitions			\$1,030	Extended Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			\$1,025	Claim Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Grushkin, Jay D.	Milbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Hirschfeld, Michael	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magold, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Karl J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
Lincer, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truvo	2010
Duncan, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truvo	2010
Peaslee, James	Cleary Gottlieb	Tax			\$1,020	Truvo	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truvo	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truvo	2010

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Source: Valeo partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

(See correction.)

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Aleksander, Nicholas P.B.	Gibson Dunn	Tax			\$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			\$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			\$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Linklaters	Litigation			\$1,016	Nortel Networks	2010
Cox, Tim	Linklaters	Corporate			\$1,016	Nortel Networks	2010
Sachdev, Neel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Visteon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	SP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almatis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almatis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almatis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almatis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,009	Almatis	2010
Jowitt, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Alvin	Simpson Thacher	Employee Benefits	Executive Compensation		\$1000	American Safety Razor Company	2010
Etherton, Joanne	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
McCahill, Dominic T.	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Tringali, Joseph F.	Simpson Thacher	Litigation	Antitrust	Intellectual Property	\$1000	American Safety Razor Company	2010
Francies, Michael	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		\$1000	Lehman Brothers Holding Inc	2010
Nave, Douglas	Weil Gotshal	Antitrust	Finance	Mergers and Acquisition	\$1000	Motors Liquidation Company	2010
Norwood, Andrew N.	Weil Gotshal	Finance			\$1000	Lehman Brothers Holding Inc	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			\$1000	Washington Mutual	2010
Horspool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Heartland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Finn, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Safran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verburg, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spansion	2009
Pistillo, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2009
Seider, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spansion	2009
Stokkermans, Christiaan	Allen & Overy LLP	Corporate			\$1,052	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verasun Energy Corporation	2009
Lauria, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,050	Hartmarx	2009
Rosen, Matthew A.	Skadden	Tax			\$1,050	Hartmarx	2009
Zirinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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Milmoe, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braun, Ellen	Allen & Overy LLP	Antitrust			\$1,038	Chemtura Corp.	2009
Stroll, Neal	Skadden	Antitrust			\$1,035	Verasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisition		\$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKenzie	Tax			\$1,029	Milacorn	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,029	BearingPoint	2009
Kelliher, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,029	BearingPoint	2009
Feuillat, Francois	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Rievman, David	Skadden	Tax			\$1,026	Mark IV Industries	2009
Davenport II, Kirk	Latham Watkins	Capital Markets			\$1,025	Dayton Superior	2009
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,025	Tronox	2009
Fisch, Peter	Paul Weiss	Real Estate			\$1,025	Tronox	2009
Kornberg, Alan	Paul Weiss	Bankruptcy			\$1,025	Tronox	2009
Schimek, Terry	Paul Weiss	Finance			\$1,025	Tronox	2009
Smith, Mark	Skadden	Corporate			\$1,013	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			\$1,006	Lyondell Chemical Company	2009
Butters, James	Clifford Chance	Mergers and Acquisitions			\$1,006	Lyondell Chemical Company	2009
Saferstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,005	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1000	Hospital Partners	2008

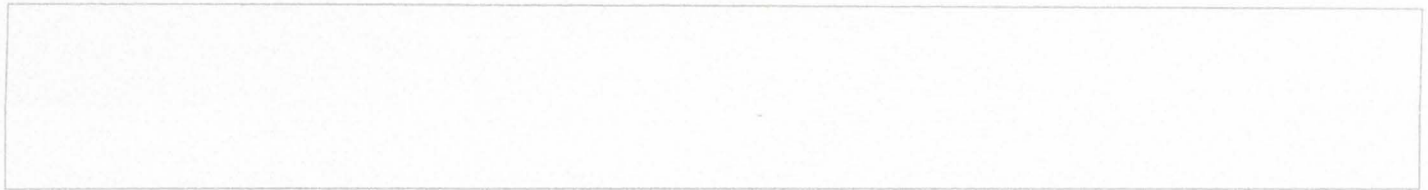
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Source: Valeo partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

(See correction.)

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EXHIBIT G

Doe, et al., v. Marin Health Medical Center Case
No. CV0002218

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Adelen, Eliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States					520	
Agarwal, Aaron L.	Associate		Jones Day	San Francisco	CA	United States			430			
Alwell, Hans J.	Associate		Kirkland and Ellis	San Francisco	CA	United States			260			
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1990	1990				750
Bass, Eric	Associate		Farrer Brown and Martin	San Francisco	CA	United States				400		
Bennett, Peter J.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1974	1974			745	775
Bering, Scott M.	Associate	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	2007	2007				345
Bernstein, David M.	Partner	Commercial Litigation, Bankruptcy and Restruct.	Pacholski, Stang, Zehl and Jones	San Francisco	CA	United States					595	
Boersch, Martha	Partner	Corporate Criminal Investigations	Jones Day	San Francisco	CA	United States		1995				725
Bornstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	Karl E. Gates	San Francisco	CA	United States				525	590	
Brown, Donald W.	Partner	Business and Finance	Carrington and Bunting	San Francisco	CA	United States			940			
Browning, J. Taylor	Associate		Morgan Lewis and Bockius	San Francisco	CA	United States	1990	1995				550
Buckwalter, Brenda N.	Partner	Tort and Environmental Litigation	King and Spalding	San Francisco	CA	United States		1994				560
Castro, Rudy Ann	Associate	Environmental	Farrer Brown and Martin	San Francisco	CA	United States				380		
Christensen, C. Bruce	Partner	Corporate Finance and Healthcare	QMcEvilly and Myers	San Francisco	CA	United States					675	
Christian, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States			315			
Corros, Michaeline	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2001	2001				525
Crosby, Peter J.	Executive	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984	1984			585	565
Dancy, Doug	Partner	Employment	Farrer Brown and Martin	San Francisco	CA	United States				510		
Deble, Sam	Partner	Business Transactions	Farrer Brown and Martin	San Francisco	CA	United States				450		
Dixon, Benjamin	Partner	Complex Commercial	Haight Erbe and	San Francisco	CA	United States				265		
Dixon, Megan	Partner	Securities Litigation	Haight Erbe and	San Francisco	CA	United States				575		
Dobryzcki, Daniel T.	Associate	Trial	Jones Day	San Francisco	CA	United States	2007	2007				390
Douglas, Scott	Partner	Construction	Farrer Brown and Martin	San Francisco	CA	United States				525		
Dunn, Heather	Associate		DLA Piper	San Francisco	CA	United States			425			

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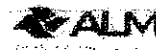
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Egan, Chantelle C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008				325
Eisenbach, Robert L.	Partner	Bankruptcy	Cooly Godward Kronish	San Francisco	CA	United States					685	
Engel, G. Larry	Partner	Bankruptcy and Restructuring	Morrison and Foerster	San Francisco	CA	United States					725	
Esperanza, Chrysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975		330		535
Ford, Robert	Partner		DLA Piper	San Francisco	CA	United States			540			
Frank, Michael T.	Partner	Bankruptcy and Restructuring	Peckhuber, Stang, Ziehl and Jones	San Francisco	CA	United States					515	
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States					595	
Fredericks, John E.	Partner	Corporate	Kirkland and Ellis	San Francisco	CA	United States	2006	2006				375
Garnett, Nathaniel P.	Associate	Issues and Appeals	Jones Day	San Francisco	CA	United States			355	355		
Gerking, Tyler	Associate	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States						
Gloster, Dean	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States			675	695		
Guttmann, Neil	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States			745	745		
Green, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States				610		
Handzik, Jan	Partner	Commercial Trial	Howrey	San Francisco	CA	United States				695		
Hart, Daniel	Associate	Employment	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States				300		
Holden, Frederick D.	Partner		Orlick, Hemmington and Sullivan	San Francisco	CA	United States			605			
Humphreys, Lynn M.	Of Counsel	Litigation	Morrison and Foerster	San Francisco	CA	United States					560	
Jen, Nancy	Associate	Global Capital Markets	Hutton and Williams	San Francisco	CA	United States				355		
Joselyn, Nan	Partner	Business Litigation	Farella Braun and Martel	San Francisco	CA	United States			465	490		
Karchner, Scott D.	Partner	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	1994	1994	415		500	530
Kuegall, Christopher W.	Associate		Kirkland and Ellis	San Francisco	CA	United States						750
Keller, Tobias S.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1990	1990				
Kim, Jenny	Associate		DLA Piper	San Francisco	CA	United States			260			
Kirschner, Curt	Partner		O'Melveny and Myers	San Francisco	CA	United States					520	
Kordestani, Sam	Partner	Hospitality	Farella Braun and Martel	San Francisco	CA	United States				490		

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Laubach, Justin	Counsel	Corporate Finance	OMelveny and Myers	San Francisco	CA	United States					940	625
Marshall, Robert G.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1997	1997				
Mason, Dory	Associate		Farella Braun and Martel	San Francisco	CA	United States				245	540	
McDaniels, Keith	Partner	Restructuring and Insolvency	Winston and Strawn	San Francisco	CA	United States						
McDonald, Brian D.	Associate	Trial Practice	Jones Day	San Francisco	CA	United States	2002	2002				500
McKane, Mark E.	Partner		Kirkland and Ellis	San Francisco	CA	United States			505		580	
Myers, William A.	Partner	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	1992	1993				595
Myers, Martin H.	Partner	Insurance Liability and Recovery	Jones Day	San Francisco	CA	United States	1987	1987				700
Nagai, Adhi	Associate		Farella Braun and Martel	San Francisco	CA	United States				245		
Nakari, Casey M.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					395	
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1978	1979				775
Osa, Amanda M.	Associate	Labor and Employment	Jones Day	San Francisco	CA	United States					300	
Osgood, Micah C.E.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					295	
Patten, Katie	Associate	Labor and Employment	OMelveny and Myers	San Francisco	CA	United States					395	
Peters, Karen H.	Of Counsel	California Employment Counseling	Morgan, Lewis and Bockius	San Francisco	CA	United States					570	
Potlock, Thomas R.	Partner		Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States			750			
Potenza, Alex	Associate		Farella Braun and Martel	San Francisco	CA	United States				465		
Rapagnano, Ramon	Associate	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	2008					360
Ridley, Katherine S.	Partner	Trial Practice	Jones Day	San Francisco	CA	United States	1995	1995				625
Ritter, Peter	Partner	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States					675	
Roche, Laura	Associate	Business Litigation	Farella Braun and Martel	San Francisco	CA	United States			475	485		
Rodriguez, Noel	Associate	Trial Practice	Jones Day	San Francisco	CA	United States	2003	2003				500
Sabnis, Cheryl	Counsel	Toxic and Environmental Litigation	King and Spalding	San Francisco	CA	United States		1999				455
Schlinkert, William	Partner	Private Clients	Farella Braun and Martel	San Francisco	CA	United States			695	725		
Selling, Jeralyn	Of Counsel	Family Wealth Group	Farella Braun and Martel	San Francisco	CA	United States				450		

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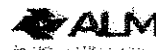
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Shepard, Michael	Associate	Securities Litigation	Heller Ehrman	San Francisco	CA	United States				750		
Shin, Susan	Associate	Labor and Employment	Horton and Williams	San Francisco	CA	United States	2008	2008				260
Shough, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States				280	325	
Spooner, Leo	Associate	Commercial Disputes	King and Spalding	San Francisco	CA	United States		2003				390
Stephens, Eric	Associate	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States				430		
Stewart, Rhonda L.	Associate	Litigation	Arnold and Porter	San Francisco	CA	United States					410	
Thakur, Alexander (Sasha)	Associate	Labor and Employment	OMelveny and Myers	San Francisco	CA	United States					395	
Thompson, Grant	Associate	Tax	Farella Braun and Martel	San Francisco	CA	United States				440		
Tognoli, Christine D.	Associate		Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States			325			
Triplitt, Holden	Associate		Farella Braun and Martel	San Francisco	CA	United States				295		
Trodella, Robert A.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States		1996				600
Uhlard, Suzanne	Partner	Finance, Corporate and Bankruptcy	OMelveny and Myers	San Francisco	CA	United States				725	820	
Vogt, Gary M.	Senior Legal Assistant	Litigation	Kirkland and Ellis	San Francisco	CA	United States					255	
Waggoner, Kristina	Associate	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States				295		
Wald, Gregory A.	Senior Attorney	Labor Employment	Squire Sanders and Dempsey	San Francisco	CA	United States					480	
Wessels, Kelly	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					395	
Whalen, Joe	Partner	Insurance and Risk Management	Farella Braun and Martel	San Francisco	CA	United States				520		
White, Jack L.	Associate		Kirkland and Ellis	San Francisco	CA	United States			385			
Wilson, Nativista	Counsel	Restructuring	OMelveny and Myers	San Francisco	CA	United States					565	
Woodruff, Kelly	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States				485		
Zwibelman, Michael		New Century Financial Corp	Heller Ehrman	San Francisco	CA	United States				515		

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EXHIBIT H

Doe, et al., v. Marin Health Medical Center Case
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VOLUME 11, NUMBER 1

May 2009

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 960.00	4.50	\$ 4,320.00
P Cowles, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P Dunham, Scott	O'Melveny & Myers LLP (CA)	1975	1975	CA	860.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Ballack, Karen	Weil, Gotshal & Manges LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	780.00	4.50	3,555.00
QC Morris, Michael	Hennigan Bennett & Dorman LLP	1979	1979	CA	760.00	65.20	49,562.00
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P Kharasch, Ira D.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	750.00	2.90	2,175.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	0.80	580.00
A Lamb, Peter	Davis Polk & Wardwell (CA)	2005	2005	CA	680.00	101.40	68,952.00
P Irving, Jeanne E.	Hennigan Bennett & Dorman LLP	1978	1978	CA	680.00	10.10	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1985	CA	675.00	19.10	12,892.50
A Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,173.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	17,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weissmann, Henry	Munger Tolles & Olson LLC	1987	1987	CA	650.00	0.50	325.00
P Bartenhal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.60	22,962.00
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P Brown, Dennis	Munger Tolles & Olson LLC	1970	1970	CA	625.00	17.80	11,125.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	13.50	8,235.00
A Delrahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Tolles & Olson LLC	1988	1988	CA	600.00	124.60	74,760.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	580.00	28.50	16,530.00
A Eddal, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Holitz, Jeffrey	Munger Tolles & Olson LLC	1984	1984	CA	550.00	35.10	19,305.00
P Fried, Joshua	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P Ritten, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joshua	Hennigan Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malalic, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kaufman, Derek	Munger Tolles & Olson LLC	2005	2005	CA	450.00	508.30	228,735.00
A Hochleutner, Brian	Munger Tolles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotshal & Manges LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jasper, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Eskandar, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Erendra E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A Schneider, Bradley	Munger Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	\$ 513.50
A Reagan, Matthew	Weil, Gotshal & Manges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A Guzman, Tanya	O'Melveny & Myers LLP (CA)	2007	2007	CA	330.00	2.50	825.00
PP Neelke, Ross	O'Melveny & Myers LLP (CA)				260.00	6.20	1,612.00
Finlayson, Katha	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	27.60	6,210.00
Jeffries, Patricia J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	1.90	468.50
PP Floyd, Kevin	Henrikan Bennett & Dorman LLP				210.00	0.30	63.00
PP Knott, Cheryl	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA Pittman, Sheryle	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				125.00	2.60	325.00

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August 2009

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PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P. Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P. Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	850.00	225.00	191,250.00
P. Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	74.40	63,240.00
P. Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.90	27,965.00
P. Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P. Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	4.10	3,444.00
P. Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P. Ballack, Karen	Weil, Gotshal & Manges LLP (CA)	1986	1986	CA	810.00	40.40	32,724.00
P. Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P. Gilmore, Danielle	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1993	1994	CA	775.00	9.50	7,382.50
P. Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	189.20	141,900.00
P. Keller, Tobias	Jones Day (CA)	1990	1990	CA	750.00	1.30	1,425.00
P. Baker, James	Jones Day (CA)	1980	1980	CA	750.00	0.20	150.00
P. Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	7.10	5,254.00
P. Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P. Komfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
A. Bjork, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P. Myers, Martin	Jones Day (CA)	1987	1987	CA	700.00	26.60	18,550.00
P. Grassgreen, Debra L.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
A. Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P. Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A. Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	221.50	147,297.50
P. Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A. Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A. Delrahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A. Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	600.00	74.90	44,940.00
P. Trudelle, Robert	Jones Day (CA)	1996	1996	CA	600.00	35.30	21,180.00
A. Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	12.40	7,130.00
A. Egdel, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C. Crosby IV, Peter	Jones Day (CA)	1984	1984	CA	565.00	13.30	7,514.50
A. Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,190.00
A. Correa, Michaeline	Jones Day (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A. Mallett, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A. Rodriguez, Noel	Jones Day (CA)	2003	2003	CA	500.00	41.80	20,900.00
A. Heyn, Mathew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A. Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A. Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2008	2008	CA	465.00	302.70	140,755.50
A. Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,566.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A Morrison, Kelley M	White & Case LLP (CA)	2008	2008	CA	\$ 460.00	105.50	\$ 48,530.00
A Hawk, Jonathan	White & Case LLP (CA)	2007	2007	CA	460.00	20.30	9,338.00
P Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	15.00	6,750.00
P Larsen, J David	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	10.00	4,500.00
A Guess, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,681.00
A Pozmantier, Courtney	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.20	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Weil, Gotshal & Manges LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Wilson, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A Simonds, Ariella	Sidley Austin Brown & Wood LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A Deanihan, Kevin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A Elliot, Korin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	2.10	630.00
LIB Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00
PP Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Grycener, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	40.60	8,729.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	36.00	7,740.00
PP Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LIB Jones, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 3

December 2009

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRAVATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachulski, Richard M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1979	1979	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	850.00	382.60	333,710.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,180.00
P Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	68.80	58,480.00
P Pachulski, Richard M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	825.00	258.25	211,406.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Duane	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1986	1986	CA	820.00	80.20	65,764.00
P Ortel, Robert B.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1981	1981	CA	795.00	357.30	284,053.50
P Richards, Jeremy	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassgreen, Debra I.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
C Calne, Andrew	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1983	1983	CA	695.00	3.40	2,363.00
P Parker, Daryl	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1968	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1968	1967	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Ronn	Klee, Tuchin, Bogdanoff & Stern, LLP	1995	1995	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,257.00
C Hochman, Harry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1998	1997	CA	595.00	32.50	19,337.50
C Cho, Shriey	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1997	1997	CA	595.00	19.40	11,543.00
C Hochman, Harry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dinkelman, Jennifer	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	675.00	1.40	805.00
QC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
OC Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Heyn, Mathew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
P Brown, Giffan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1999	1999	CA	495.00	0.50	247.50
A Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	2.10	987.00
A Liu, Leslie	Walt, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	9.80	4,557.00
P Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guess, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	402.90	173,247.00
PP Sarfas, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP				389.00	4.60	1,748.00
A Elliot, Karin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Martine	Quinn Emanuel Urquhart Oliver & Hedges, LLP				250.00	20.30	5,075.00
LIB Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
L/B Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				\$ 250.00	1.80	\$ 450.00
PP Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	47.90	10,777.50
PP Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Hemison, Felice	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Gycener, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	60.40	12,986.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP				215.00	52.40	11,266.00
PP Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	59.75	11,651.25
PP Matteo, Mike	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
PP Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LS Everheart, Christine	McKenna Long & Aldridge LLP (CA)				180.00	3.00	540.00
PP Sahn, Andrew	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				150.00	16.80	2,535.00
PP Bass, John	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				150.00	0.80	120.00

EXHIBIT I

Doe, et al., v. Marin Health Medical Center

Case No. CV0002218

Objection

Angelique Dizon

From: [REDACTED]
Sent: Monday, July 14, 2025 5:42 PM
To: Marin Health Settlement
Subject: Objection

Roland M Kristofors
[REDACTED]
[REDACTED]
[REDACTED]

Class(Settlement) member, applies(objection) to me only, don't intend to appear(@ hearing) Grounds: exorbitant legal fees reducing claimants' insufficient compensation for damage(s, privacy breach)

XRoland M Kristofors

EXHIBIT J

Doe, et al., v. Marin Health Medical Center

Case No. CV0002218

Declaration of John Doe III

CLARKSON LAW FIRM, P.C.
Ryan J. Clarkson (SBN 257074)
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ALMEIDA LAW GROUP LLC
Matthew J. Langley (SBN 342846)
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849 West Webster Avenue
Chicago, IL 60614
Tel: (773) 554-9354

Counsel for Plaintiffs & the Proposed Classes

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

JOHN DOE I, JOHN DOE II, AND JOHN DOE
III, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MARINHEALTH MEDICAL CENTER

Defendant.

Case No. CV0002218

*[Case Assigned for All Purposes to the
Hon. Stephen P. Freccero in Courtroom A]*

**DECLARATION OF JOHN DOE III IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information

Date: October 20, 2025
Time: 1.30 p.m.
Location: Courtroom A

Complaint Filed: March 7, 2024
FAC Filed: February 26, 2025

1 1. I, John Doe III, one of the Class Representatives in this action, respectfully submit
2 this Declaration in support of Plaintiffs' Motion for Award of Attorneys' Fees and Costs and
3 Plaintiffs' Service Award ("Motion"). I have personal knowledge of all the facts stated herein, and
4 if called to testify as a witness, I could and would competently testify to them.

5 2. Unless otherwise defined, capitalized terms in this Declaration have the same
6 meaning as set forth in the Settlement Agreement, which is attached as **Exhibit A** to Class
7 Counsels' Joint Declaration in support of Plaintiffs' Motion.

8 3. I am a member of the Settlement Class of individuals whose Private Information
9 was disclosed to a third party without authorization or consent through the Meta Pixel on Defendant
10 MarinHealth Medical Center's ("Defendant") Web Properties.

11 4. Prior to initiating my case, I spoke with my attorneys who conducted an investigation
12 into my claims. This included discussing my experience with MarinHealth and the information that I
13 communicated to MarinHealth as well as my web browsing and Facebook use, and other information
14 that allowed them to conduct the legal and technical research needed to bring the case. Since the case
15 was filed, I have been in frequent contact with my attorneys in order to discuss the facts of the case
16 as well as status of it. Additionally, I discussed settlement possibilities with my attorneys, including
17 providing them information necessary to discuss class settlement and information necessary for the
18 mediation as well as post-mediation negotiations. I discussed potential settlement terms with my
19 attorneys both before the mediation as well as after, and am aware of the terms of the settlement, both
20 for myself and the class.

21 5. I understand that I have been exposed to certain risks by agreeing to be a class
22 representative in this matter, even though I am proceeding pseudonymously. As part of the case, I
23 provided sensitive and personal information, some of which could have to be disclosed publicly in
24 court filings. Even though I was allowed to proceed pseudonymously, I was aware that my name
25 would be shared with Defendant and its attorneys, and I could potentially be forced to be named
26 publicly in the lawsuit if the Court did not allow me to proceed pseudonymously.

27 6. I agreed to serve as a named Plaintiff understanding that proceeding with a class action
28 might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim


1 that could be resolved quicker.

2 7. I believe that any medical provider should take the utmost care in protecting the
3 privacy and confidentiality of its patients, and that is one of the reasons I agreed to serve as Class
4 Representative in this matter. I sought not just compensation for myself and others, but also business
5 practice changes that would help protect the privacy of future patients of Defendant. I have supported
6 the Settlement and am proud of the result that we achieved.

7 8. Neither my attorneys, nor anyone else, ever promised me any amount of money to
8 serve as a Class Representative, or in connection with my approval of this Settlement.

9 I declare under penalty of perjury under the laws of the United States and the State of
10 California that the foregoing is true and correct.

11
12 Executed on 07 / 30 / 2025.



13
14 John Doe III

EXHIBIT K

Doe, et al., v. Marin Health Medical Center

Case No. CV0002218

Clarkson Law Firm Resume

Clarkson

Firm Resume 2025

Malibu, CA

San Francisco, CA

San Diego, CA

Santa Barbara, CA

Washington, DC

Chicago, IL

Detroit, MI

New York, NY

Clarkson

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We imagine a fair future for all people.



We curate, cultivate,
and champion cases to win justice
for real people.

Clarkson is a public interest law firm. We focus on class
and mass actions that help create a fairer, equitable,
and sustainable society for everyone.



Firm History and Background

Clarkson is a public interest law firm founded in 2014, headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success are fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements—from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions—our track record speaks for itself.

Justice means more to us than just recovering monetary damages. The people we represent are an essential part of establishing precedents and policies that help protect countless others. Their participation makes society safer and fairer for everyone.

Making the future fair together.

Our work is about something bigger than winning rightful compensation. Each area of our practice is an opportunity to empower people. We see public interest cases as essential tools of democracy, offering representation and participation to people who would not otherwise have the ability and resources to tackle these issues on their own. Our partnerships with everyday citizens serve as a healthy check on power and drive meaningful change that makes society safer, freer, and fairer for all.

Appeals & Writs • Sexual Assault •
Fertility Negligence • Employment Law •
Whistleblowers • Mass Arbitration • AI & Data
Privacy Litigation • False Advertising • Environ-
mental Sustainability • Mass Tort Actions •
Antitrust Law



Judicial Praise for Clarkson Law Firm, P.C.

JUDICIAL PRAISE

“

I just wanted to say that both counsel [Glenn Danas for Plaintiff/Appellant, and Alan Schoenfeld of WilmerHale for Chase] did an exceptional job, and whatever they're paying you isn't enough.

Judge J. Clifford Wallace

During oral argument in *McShannock v. JP Morgan Chase Bank NA* (9th Cir. May 13, 2020)

“

It is clear to the Court that the Clarkson lawyers [Yana Hart and Ryan Clarkson] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.

Honorable Michael W. Fitzgerald, United States District Judge

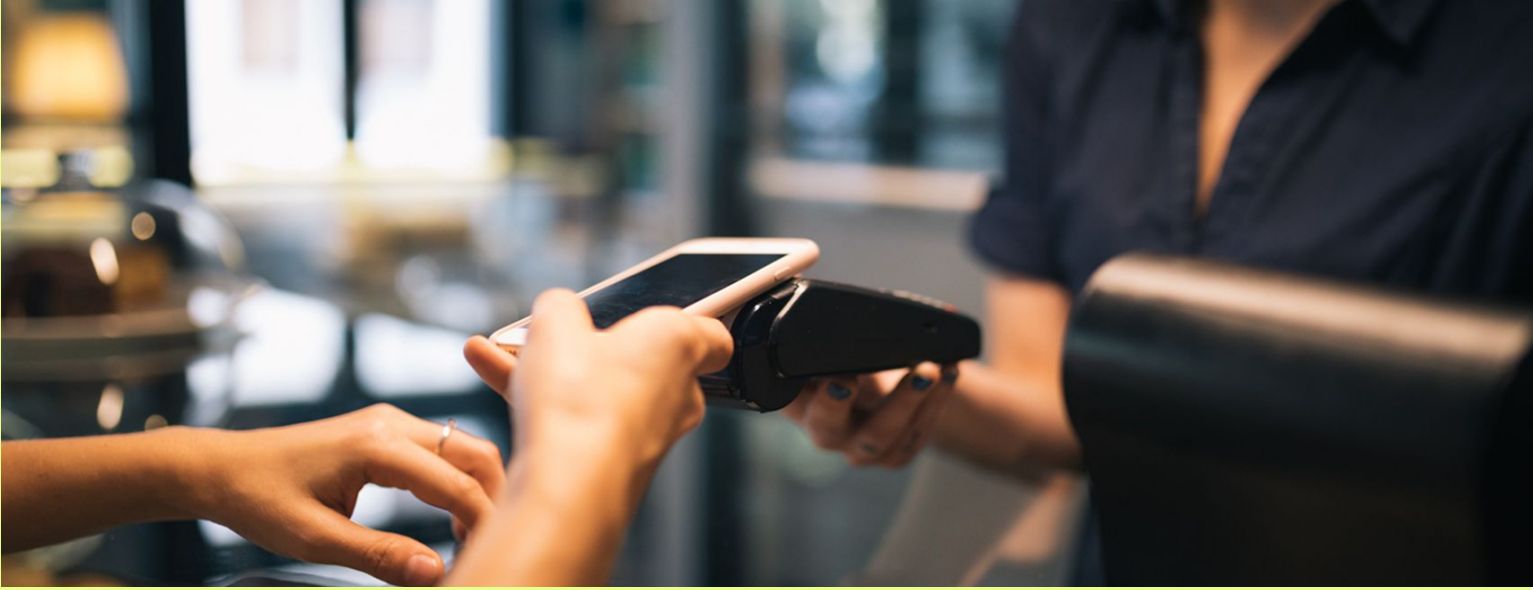
In Gunaratna v. Dennis Gross Cosmetology LLC (C.D. Cal, April 4, 2023)

“

This is the point at which I usually submit the matter. I feel instead I should applaud. I've been looking forward to this argument all week, because it's a difficult area for me, and an interesting one. Now, I'm not a big fan of difficult, I'm addicted to interesting, and your [Brent Robinson for Plaintiff/Appellant and Fermin Llaguno of Littler Mendelson P.C. for In-n-Out Burgers] performance today lived up to my expectations. I wish your clients were here to see how well you represented them today.

Hon. William W. Bedsworth (now Ret.)

At the close of oral argument in *Piplack v. In-n-Out Burgers* (2023) 88 Cal.App.5th 1281



Case Profiles

We have an active civil trial practice and track record of success, having won numerous contested class certification motions and appointments as class counsel, leading to significant class settlements, including the following: data breach and privacy actions, false and deceptive advertising class actions, and others.

DATA BREACH AND PRIVACY ACTIONS

The firm handles antitrust cases, class actions, and complex litigation in federal and state courts throughout the United States. Notable past and ongoing data privacy and breach cases include:

In Re: PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation

No 3:25-md-03149-BEN-MSB (S.D. Cal June. 17, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated litigation involving massive data breach that affected over 50 million students and 10 million teachers. Out of the dozens of firms who applied for leadership, Clarkson was selected as one of the six firms chosen for the PSC.

In re Laboratory Services Cooperative Data Breach Litigation

No 2:25-cv-00685-BJR (W.D. Washington, June 6, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated medical data breach case.

Jines v. California Cryobank, LLC

No 2:25-cv-02611-MWC-KES (C.D. California, April 28, 2025)

Clarkson appointed as Interim Co-Lead Counsel in consolidated data breach class action against reproductive medical clinic.

G.E. v. STILLZY, Inc.,

No 2:25-cv-00490-GW-SSC (C.D. California, April 14, 2025)

Clarkson appointed as Interim Co-Lead Counsel in data breach affecting hundreds of thousands of customers.

Rouillard v. SAG-AFTRA Health Plan

No 2:24-cv-10503-MEMFJPR (C.D. Cal Dec. 5, 2024)

Clarkson appointed Interim Co-Lead Counsel in data breach class action involving loss of personal information and confidential health information. The case seeks to remedy the profound loss of privacy that occurred due to the breach of this extremely sensitive information.

Saeedy, et al., v. Microsoft Corporation

(County of King, WA 2024)

Clarkson and its co-counsel prevailed on a motion to compel arbitration in a case involving surreptitious tracking of millions of users' internet browsing activity.

Faulkner v. MoneyGram Payment Systems, Inc.,

No. 3:24-cv-02557-X (N.D. Texas Oct. 10, 2024)

Clarkson appointed to the Plaintiffs' Executive Committee in a consolidated action involving disclosure of sensitive information.

In re Dropbox Sign Data Breach Litigation,

No. 4:24-cv-02637-JSW (N.D. Cal. May 2, 2024)

Clarkson appointed Interim Co-Lead Counsel in a data breach case involving disclosure of sensitive and private information.

Heath, et al. v. Keenan & Associates

No. 24STOV03018 (Super. Ct. L.A. County, Feb. 2, 2024)

Clarkson appointed as Interim Co-Lead Counsel in matter class action involving exposure of sensitive financial and medical records.

B.K., et al. v. Eisenhower Medical Center

No 5:23-cv-02092-JDB (C.D. Cal Oct. 12, 2023)

Clarkson appointed as Interim Co-Lead Counsel in a case involving the unauthorized transmission of confidential health information using online tracking technologies; preliminary approval granted on June 4, 2025.

C.M., et al. v. MarinHealth Medical Group, Inc.

No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023)

Clarkson successfully overcame a motion to dismiss on nearly all counts—with only one claim dismissed—in a case involving the misuse and unauthorized disclosure of confidential medical information. Clarkson's litigation efforts resulted in a class-wide settlement, which has been preliminary approved.

B.K. et. al. v. Desert Care Network, et. al.

Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023)

Clarkson filed a class action against major healthcare providers for the unauthorized disclosure of personally identifiable and protected health information to third parties, including to social media platforms like Facebook. The case seeks to hold medical institutions accountable for violating patient privacy and federal data protection laws. Clarkson's zealous advocacy resulted in the court's denial of motion to dismiss on the key claims.

Hall, et al. v. Los Angeles Unified School District

Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023)

Clarkson filed a class action against LAUSD following a widespread data breach that compromised the sensitive personal, medical, and psychological records of minor students. The case seeks justice for affected families and aims to hold the district accountable for its failure to safeguard private student data. Clarkson obtained successful orders on demurrers as to both Defendants, allowing the key claims to proceed.

In Re: Samsung Customer Data Security Breach Litigation

Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055

Clarkson represented consumers in a nationwide class action against Samsung following a massive data breach involving millions of users' sensitive and confidential personal information. The case sought redress for privacy violations and inadequate data security measures by one of the world's largest tech companies.

Hasson v. Comcast Cable Communications, LLC

2:23-cv-05039-JMY (E.D. Pa. May 15, 2023)

Clarkson was appointed to the Plaintiffs' Steering Committee in a high-profile multidistrict litigation (MDL) concerning a major data breach, following a contested leadership motion briefing. This appointment reflects the firm's recognized experience in complex data privacy cases and its continued role in shaping national litigation strategy on behalf of affected individuals.

Baton v. Sas

Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022)

Clarkson successfully appealed a district court's erroneous dismissal of a data breach case on jurisdictional grounds. The Ninth Circuit's reversal marked an important precedent, reaffirming the rights of data breach victims to pursue justice in appropriate forums.

In Re: Tik Tok Inc., Consumer Privacy Litigation

MDL No. 2948

Clarkson successfully represented over four hundred of individual clients in a high-profile class action against TikTok, addressing the unauthorized transmission of private user data—including unpublished videos and images. The case underscores the firm's commitment to fighting invasive tech practices that exploit user privacy.

FALSE AND DECEPTIVE ADVERTISING CLASS ACTIONS

The firm represents consumers in false advertising and deceptive labeling class actions in both federal and state courts. Notable past and ongoing matters include cases challenging misleading claims about health, wellness, and personal care products.

Landsheft v. Apple, Inc.

Case No. 5:25-cv-02668 (N.D. Cal. March 19, 2025)

Clarkson appointed Interim Co-Lead Counsel in class action against Apple for allegedly false claims regarding the artificial intelligence capabilities of the iPhone 16. The case, which is ongoing, seeks to hold Apple accountable for falsely claiming its iPhone 16 would have “Apple Intelligence,” which would serve as a personal digital assistant, when it knew that the technology did not work.

Kandel, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 1:23-cv-01967-ER (S.D.N.Y. 2024)

Clarkson served as Class Counsel in a case involving false labeling claims against a major skincare brand. The firm secured final approval of a \$9.2 million settlement on behalf of a nationwide class, ensuring restitution for consumers misled by deceptive product representations.

Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 2:20-cv-02311-MWF-GJS

False, misleading, deceptive labeling and advertisement of products as containing “Collagen” when in fact the products did not contain collagen at all. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Michael W. Fitzgerald on April 4, 2023.

Prescott v. Bayer Healthcare, LLC

Case No. 20-cv-00102-NC (N.D. Cal.)

In a class action concerning the false advertisement of products as “Mineral-based,” Clarkson was appointed Class Counsel and achieved final approval of a \$2.25 million nationwide settlement. The case reinforces the firm’s commitment to corporate accountability in consumer marketing.

Hezi, et al. v. Celsius Holdings, Inc.

Case No. 1:21-cv-09892-JHR (S.D.N.Y.)

False labeling and advertisement of products as having “No Preservatives.” Final approval of \$7.8 million nationwide settlement class was granted by Hon. Jennifer H. Rearden on April 5, 2023.

Swetz v. GSK Consumer Health

2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021)

Clarkson represented consumers in a false labeling action over products promoted as “100% Natural” and “Clinically proven to curb cravings.” Acting as Class Counsel, the firm secured a \$6.5 million nationwide settlement approved by the court, addressing misleading health claims in advertising.

Thomas v. Nestle USA, Inc.

Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291

Unlawful and deceptive packaging of box candy. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Daniel J. Buckley on April 29, 2020. Final approval of \$3.7 million nationwide class granted by Hon. Daniel J. Buckley on January 14, 2022.

Escobar v. Just Born, Inc.

Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.)

Unlawful and deceptive packaging of movie theater box candy; class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Judge Terry J. Hatter, Jr. on June 19, 2019.

Skinner v. Ken's Foods, Inc.

Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019)

Unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys' fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken's label changes

Iglesias v. Ferrara Candy Co.

Case No. 3:17-cv-00849-VC (N.D. Cal.)

Obtained \$2.5 million nationwide class settlement in class action litigation over unlawful and deceptive packaging of movie theater box candy products. Clarkson Law Firm was appointed Class Counsel and final approval granted by the Hon. Vince Chhabria on October 31, 2018.

Tsuchiyama v. Taste of Nature

Los Angeles Superior Court, Case No. BC651252

Unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018.

Amiri, et al. v. My Pillow, Inc.

San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018)

United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson Law Firm appointed Class Counsel on February 26, 2018.

Garcia v. Iovate et al.

Santa Barbara Superior Court, Case No. 1402915.

Secured over \$10 million settlement in false labeling and advertising class action litigation of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold.

Morales, et al. v. Kraft Foods Group, Inc.

2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015)

California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015.

OTHER NOTABLE CASES

The firm also handles select high-impact cases outside its core practice areas, often taking on complex litigation that sets important precedents. Other notable matters include:

Relevant Grp., LLC v. Nourmand
116 F.4th 917 (9th Cir. 2024)

Published affirmance of summary judgment in favor of real estate development company defending against civil RICO claims under First Amendment protection.

Galarsa v. Dolgen California, LLC
88 Cal. App. 5th 639 (2023)

One of the first published reversals following the United States Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) to hold that employees do not lose standing to pursue non-individual PAGA claims after individual PAGA claims have been compelled to arbitration.

Woodworth v. Loma Linda Univ. Med. Ctr.
93 Cal. App. 5th 1038 (2023)

Published partial reversal of trial court's summary adjudication in favor of defendants for wage and hour claims, including unlawful rounding policies based on a computer-based timekeeping system.

Kisting-Leung v. Oigna Corp.
No. 2:23-cv-01477-DAD-CSK, 2025 U.S. Dist. LEXIS 61242, at *2 (E.D. Cal. Mar. 30, 2025)

Denying motion to dismiss for equitable relief under ERISA § 502(a)(3) and California Unfair Competition Law claim, in a case involving a use of predictive AI algorithms to deny extended care to patients.

Est. of Lokken v. UnitedHealth Grp., Inc.,
No. 23-3514 (JRT/DJF), 2025 U.S. Dist. LEXIS 27262, at *2 (D. Minn. Feb. 13, 2025)

Declining to dismiss claim that UnitedHealth breached contractual obligations by relying on AI instead of doctors to deny vital post-acute care for elderly and other patients.

Artificial Intelligence Cases

Mr. Clarkson is leading the charge globally against some of the largest corporations in the world for their use of volatile and inaccurate artificial intelligence tools in healthcare, technology, and other sectors.

Fluoroquinolone Antibiotic Cases

Mr. Clarkson was the first plaintiff attorney in the nation to represent individuals suffering from permanent nerve damage caused by fluoroquinolone antibiotics, including Levaquin, Cipro, and Avelox. He advocated for dozens of clients across the country in litigation against Johnson & Johnson and Bayer Pharmaceuticals.

AMICUS CURIAE CONTRIBUTIONS

Nat'l Pork Producers Council v. Ross
598 U.S. 356 (2023)

Authored amicus curiae brief on behalf of United States Senator Cory Booker opposing California's Proposition 12 and the use of "gestation crates" for female pigs whose meat is sold in California.

Twitter, Inc. v. Taamneh
598 U.S. 471 (2023)

Authored amicus curiae brief involving the narrowing of liability under counterterrorism statute on behalf of retired United States Generals who served in Iraq and Afghanistan.

Keebaugh v. Warner Bros. Ent. Inc.
100 F.4th 1005 (9th Cir. 2024)

Authored amicus curiae brief in support of consumer protection claims involving the use of dark patterns and marketing to mislead and induce consumers to consent to binding contractual provisions.

Oliver v. Navy Fed. Credit Union
No. 24-188 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving discriminatory lending practices.

Allen v. Blackbaud, Inc.
No. 24-180 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving cybersecurity consumer concerns.



Our Team

Our team shares an unwavering belief in the power of people coming together to stand for what is right and enabling change. A single story, a single action, can enable a sea change.



Practice Areas

Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of New York, State Bar of Michigan, 9th Cir., 6th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., S.D.N.Y., E.D.N.Y., W.D. Mich., E.D. Mich.

Education

J.D., 2005, Michigan State University
School of Law, *summa cum laude*
B.A. in Political Science and Pre-Medical Studies, 1999,
University of Michigan at Ann Arbor

Ryan J. Clarkson

Managing Partner

Ryan Clarkson is the founder and managing partner of Clarkson. Motivated from an early age by a desire to deliver justice for the underserved, the underprivileged, and the underdog, Mr. Clarkson has prosecuted hundreds of consumer class actions involving fraudulent uses of artificial intelligence, defective pharmaceutical drugs and medical devices, greenwashing, illegal employment practices, cosmetics mislabeling, food misbranding, data breaches, and insurance carrier bad faith. He was the first attorney in the United States to pursue justice for victims of fluoroquinolone antibiotics who suffered permanent and disabling nerve damage. A force for accountability in how big corporations label, advertise, and market consumer goods, Mr. Clarkson has obtained the largest ever false advertising settlements involving fraudulent packaging, free-from food mislabeling, and false collagen cosmetics claims in U.S. history.

Mr. Clarkson is a frequent speaker and guest lecturer at class action law conferences, law schools, podcasts, and national media on a variety of legal issues from class and mass actions to artificial intelligence and technology, to law practice management.

Mr. Clarkson is a Director Emeritus for the Los Angeles Trial Lawyers Charities (LATLO), which provides food, clothing, shelter, and financial aid to underserved and marginalized communities. Mr. Clarkson also co-founded and serves on the board of directors of the Adam Clarkson Foundation, which supports the higher-education needs of children who have lost a parent.

Mr. Clarkson is proficient in French, Farsi, and Spanish.

Awards and Recognitions

2021-2025 Southern California Super Lawyers
2022 The National Trial Lawyers Top 100 - Civil Plaintiff





Practice Areas

Class Action, Mass Torts

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2004, University of California, Hastings
College of the Law
B.A., 2000, University of California, Santa Barbara

Shireen M. Clarkson

Partner

Shireen is a partner and co-founder of Clarkson. She has over 20 years of experience as a civil litigator, having spent the majority of her career prosecuting consumer class actions and other multi-party litigations involving false advertising and labeling, unfair business practices, dangerous pharmaceutical drugs and medical devices, and defective products.

Her practice is focused on changing the unlawful conduct of some of the largest U.S. and global corporations throughout a variety of industries, including most notably, Big Food and Big Pharma within the United States. Shireen has earned numerous recognitions as lead counsel in various certified class action cases and other multi-party matters resulting in millions of dollars for consumers seeking redress, as well as policy changes that better serve the public.

Shireen has been an honorary board member of the Los Angeles Trial Lawyers Charities and strongly believes in giving back to one's community. She is engaged in volunteer efforts aimed at assisting under-privileged, under-served individuals and communities, and is also involved in local community efforts for children's education in Malibu where she resides.

OUR TEAM



Practice Areas

Appeals & Writs, Class Action, PAGA Litigation

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, 1st Cir., 2d Cir., 3d Cir., 4th Cir., 8th Cir., 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., E.D. Mich., Judicial Panel Multi-District Litigation

Education

J.D., 2001, Emory University School of Law, with honors, Emory Law Journal Board Member
B.S. in Industrial and Labor Relations, 1998, Cornell University

Clerkships

Hon. U.W. Clemon, United States District Court for the Northern District of Alabama, 2001-2002

Glenn A. Danas

Partner

Mr. Danas is a Partner at Clarkson Law Firm where he chairs both the Appellate and Employment departments. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Before that, he was a partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct.* (Marshalls of CA, LLC), 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014). Mr. Danas has argued over 59 appeals and briefed dozens more.

Awards and Recognitions

California Academy of Appellate Lawyers (elected 2024)
American Bar Foundation, Fellow
2022-2024 *The Best Lawyers in America*® for Appellate Practice
2021-2024 Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers
2024-2025 Super Lawyers Southern California
2015-2019, 2022-2024 Daily Journal: Top 75 Labor and Employment Attorneys
2017 The Daily Journal: Top 100 Attorneys in California
2022 The Daily Journal: "Top Verdicts and Appellate Reversals" (for published reversals in *Salazar v. Target* and *Salazar v. Wal-Mart*)
2017 The Daily Journal: "Top Verdicts and Appellate Reversals" (for winning *McGill v. Citibank*)
2015 California Lawyer Magazine: "California Lawyer Attorney of the Year (CLAY) Award"
2013 Daily Journal: "Top 20 Lawyer Under 40 in California"
2021 L.A. Business Journal: Leaders of Influence: Thriving in Their 40s

Certifications

Certified Appellate Law Specialist by the California Board of Legal Specialization and the California Bar Association (2021)



Clarkson



Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law, Mass Arbitration, False Advertising

Bar & Court Admissions

State Bar of New Jersey, State Bar of New York, D.N.J., E.D.N.Y., N.D.N.Y., S.D.N.Y.

Education

J.D., 2001, Emory University School of Law, Graduated first in class

Timothy K. Giordano

Litigation Chair

Mr. Giordano is a partner at Clarkson, leveraging over fifteen years of complex litigation and trial experience in federal and state courts. Mr. Giordano focuses his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law.

Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps; Slate, Meagher & Flom LLP; as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

Awards and Recognitions

2024 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers



Practice Areas

Fertility Negligence, Sexual Assault

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D., 2006, Northwestern University School of Law.
Volunteer mediator for the Cook County Court System

B.A. in Psychology and Sociology (double major),
2002, New York University, with honors

Tracey B. Cowan

Partner

Ms. Cowan is a Partner at Clarkson and head of the firm's Fertility Negligence and Sexual Assault practice areas. At her prior firm, Ms. Cowan helped pioneer one of the first embryo loss practice groups in the country. She has served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut from IVF clinic misconduct, product liability claims, switched embryo cases, to egg and embryo loss or destruction.

In her role as head of the firm's Sexual Assault practice, Ms. Cowan focuses on championing the rights of survivors. She has managed hundreds of cases involving sexual assault, harassment, trafficking, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

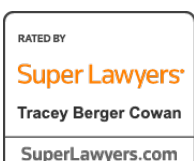
As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including The New York Times, CNN.com, and Sing Tao USA. She has also made multiple television appearances regarding her cases, including on FOX, ABC, NBC, and CBS.

Awards and Recognitions

2025 Southern California Super Lawyers

2024 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

Unity Award, Minority Bar Coalition for work with the Jewish Bar Association of San Francisco



OUR TEAM



Practice Areas

Class Action, Consumer Protection, Unfair and Deceptive Trade Practices, Debt Collection & Loan Servicing, RICO, Wage & Hour

Bar & Court Admissions

U.S. Supreme Court, Bar of the District of Columbia, State Bar of California, 1st Cir., 4th Cir., 9th Cir., 11th Cir., D.D.C., C.D. Cal., N.D. Cal., E.D. Cal.

Education

American University, Washington College of Law, J.D. 2007

McGill University, B.Comm, 1999

Kristen G. Simplicio

Partner

Kristen Simplicio is a Partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safier LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

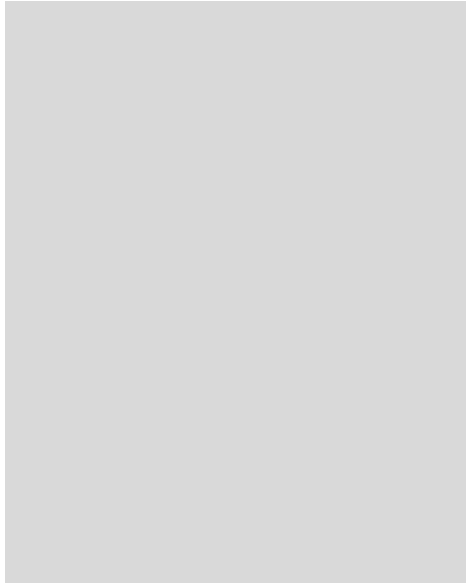
Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her Bachelor's degree from McGill University in 1999.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

Awards and Recognitions

2023-2025 Washington, D.C. Super Lawyers





Practice Areas

Antitrust

Bar & Court Admissions

State Bar of Illinois, 2d Cir., 3d Cir., 6th Cir., 7th Cir., 9th Cir., 11th Cir., N.D. Ill., S.D. Ill., C.D. Ill., E.D. Mo., E.D. Mich., W.D. Pa., N.D. Tex.

Education

J.D., 1995, Indiana University Maurer School of Law
B.A., 1992 DePauw University

Professional Memberships

American Association for Justice
American Bar Association
Federal Bar Association
Illinois State Bar Association



Derek Brandt

Partner

Derek Brandt has spent decades litigating important disputes against some of the world's most powerful corporate and financial interests, regularly practicing in some of the most influential state and federal courts in America. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Since 2017, Mr. Brandt has spearheaded groundbreaking antitrust litigation on behalf of restaurant workers challenging franchise chains' employee "no poaching" pacts, which suppress wages for low-income workers. After years of litigation, Mr. Brandt and his co-counsel team won an important endorsement of their theory, when the U.S. Court of Appeals for the Seventh Circuit vacated an adverse trial court judgment. *See Deslandes v. McDonald's USA, LLC*, 81 F.4th 669 (7th Cir. 2023). The Deslandes decision was listed as *Law360's* #1 Seventh Circuit Civil Opinion of 2023 and prompted various additional awards and recognitions. Mr. Brandt and his team previously prevailed in an earlier appeal addressing a different antitrust issue in another no-poaching case, *Arrington v. Burger King Worldwide*, 47 F.4th 1247 (11th Cir. 2022).

Mr. Brandt also serves as court-appointed Interim Liaison Counsel in *In Re Crop Inputs Antitrust Litigation* (MDL No. 2993, E.D. Mo.). His antitrust work includes representing commercial metals purchasers in a global price-fixing case against large investment banks and securing an eight-figure pre-trial settlement for a surgical device manufacturer in a Sherman Act "tying" case. He also litigates Lanham Act and unfair competition claims arising from seller conduct on popular consumer commerce platforms.

Awards and Recognitions

2024 American Antitrust Institute: Outstanding Antitrust Litigation Achievement in Private Practice for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2023 *Law360* Legal Lion of the Week for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2019 *Law360* Legal Lion of the Week for *Eastman Kodak Co. v. Goldman Sachs et al.*, 936 F.3d 86 (2d Cir. 2019)
2012-2025 Illinois Super Lawyers
2020 Illinois Top 100 Super Lawyer
2018-2024 *The Best Lawyers in America*® for Class Actions / Mass Torts



Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2012, Southwestern Law School
B.A., 2009, University of California, Los Angeles,
summa cum laude

Bahar Sodaify

Partner

Bahar is a partner at Clarkson, where her practice focuses on consumer class actions involving food labeling, cosmetics, and other consumer products. As one of the very first associates at Clarkson, Bahar has played an integral role in the firm's growth and continued success, helping to secure significant results for consumers—including victories in slack-fill litigation and other key areas of false advertising law.

Bahar has been appointed Class Counsel in numerous multimillion-dollar nationwide class action settlements, including the largest known class action lawsuit involving a "no preservatives" claim. In recognition of her expertise in the field, Bahar also serves on the Steering Committee for the Consumer Goods Litigation Forum.

Prior to joining Clarkson, Bahar was a litigation associate at a personal injury firm, where she was involved in all stages of litigation. She worked relentlessly to achieve justice for her clients, helping recover millions of dollars on their behalf, with a particular focus on representing minors injured in accidents.

Bahar earned her J.D. from Southwestern Law School in 2012, where she was a member of the *Journal of International Law* and *The Children's Rights Clinic*. She graduated *summa cum laude* from the University of California, Los Angeles in 2009 with a Bachelor of Arts degree. Bahar is fluent in Farsi.

OUR TEAM



Practice Areas

AI & Data Privacy, Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of Florida, 9th Cir., D.D.C., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., N.D. Ill., E.D. Mich., W.D. Mich., S.D.N.Y., W.D. Wash.

Education

J.D., 2015, Thomas Jefferson School of Law, *summa cum laude*, valedictorian
B.S. in Business Administration, 2012, Cabrini University, *summa cum laude*



Yana Hart

Partner

Ms. Hart is a San Diego Partner at Clarkson, who runs the firm's AI & Data Privacy Litigation practice. During her distinguished career, Ms. Hart has litigated hundreds of consumer protection cases, including class actions and complex individual matters. Her work has spanned key consumer statutes such as the California Invasion of Privacy Act Fair Debt Collection Practices Act, Fair Credit Reporting Act, Telephone Consumer Protection Act. She has extensive experience with key federal and California consumer statutes. Her work has resulted in numerous favorable rulings, which have been published in Lexis and Westlaw.

Ms. Hart has also contributed to the field through published legal scholarship on privacy and consumer protection. Her article, "The Impact of *Smith v. LoanMe* on My Right to Privacy Against Recording Telephone Conversations," was published in Gavel magazine by the Orange County Trial Lawyers Association in October 2020. Her article, "Stopping Collection Abuses in Medical Debt," appeared in Forum magazine, published by the Consumer Attorneys of California in March 2021.

Ms. Hart is admitted to the State Bars of California, Florida, and the District of Columbia, as well as all U.S. District Courts in California and the Ninth Circuit Court of Appeals.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. She earned her J.D. from Thomas Jefferson School of Law in 2015, where she was valedictorian of her class. After law school, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Ms. Hart is fluent in Russian, conversational in ASL.

Awards and Recognitions

Lawyer Representative for the Southern District of California
2022-2025 Southern California Super Lawyers Rising Stars



Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., Loyola Law School, top 25% of class

B.S., Double major in Political Science and History,
University of California, Los Angeles

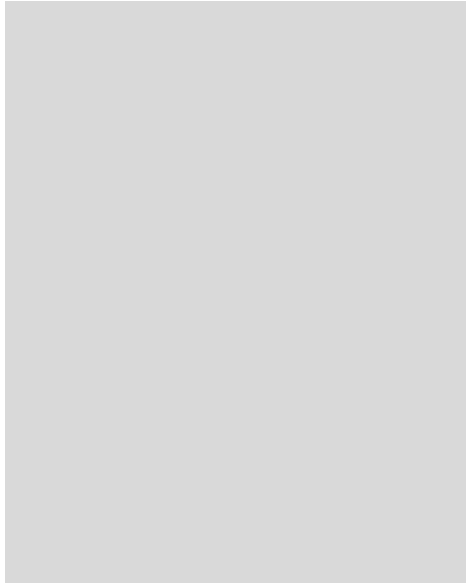
Celine Cohan

Counsel

Ms. Cohan is counsel at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.



Practice Areas

Appeals & Writs

Bar & Court Admissions

State Bar of California, 9th Cir., N.D. Cal., C.D. Cal., E.D. Cal.

Education

J.D., 2012, University of San Francisco School of Law B.A. in English Literature, 2008, U.C. Santa Barbara

Brent A. Robinson

Counsel

Brent A. Robinson is counsel at Clarkson, where he litigates writs and appeals for the firm's clients, as well as clients outside the firm. Mr. Robinson spent the early years of his career fighting for the rights of mostly Spanish-speaking wage workers in San Francisco's Mission District, before prosecuting high-impact class and representative litigation to enforce the civil rights of California employees and consumers both in the trial courts and on appeal. His passion lies in helping improve the lives of his clients, and in changing the law and legal system for the better.

Mr. Robinson has argued over 15 appeals, writs, and review proceedings in California's appellate courts, where his work has established new law. See, *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805.

Mr. Robinson is an active member of the California Employment Lawyers Association, and serves on that organization's Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee. He is also active in seeking publication and depublication of appellate decisions to improve the state of decisional law. See, e.g., *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457) (request for depublication granted).

Brent is a member of the California State Bar and is admitted to the United States District Courts for the Northern, Central, and Eastern Districts of California.

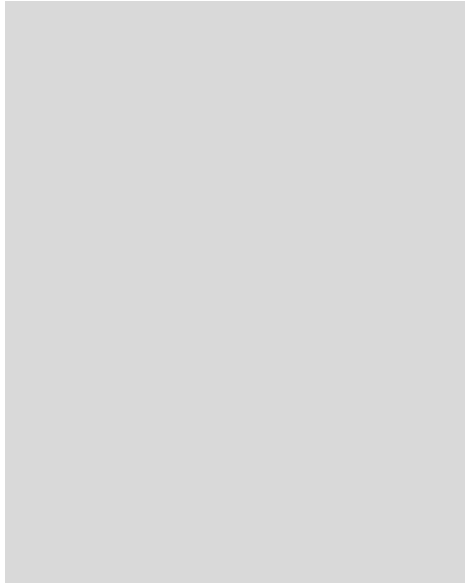
Awards and Recognitions

2022-2023 Northern California Super Lawyers Rising Stars

Professional Memberships

California Employment Lawyers Association; Member, Amicus Committee, Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee





Practice Areas

AI & Data Privacy

Bar & Court Admissions

State Bar of California, State Bar of Illinois, 7th Cir., N.D. Cal., C.D. Cal., E.D. Cal., S.D., Cal., N.D. Ill., C.D. Ill., S.D. Ill., S.D. Ind., E.D. Wis., D. Neb.

Education

J.D., 2012, Northern Illinois University College of Law, *magna cum laude*

B.A. in Political Science, 2008, University of Illinois Urbana-Champaign

Bryan P. Thompson

Counsel

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Mr. Thompson's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate court and handled hundreds of cases involving state and federal consumer protection laws.

He is admitted to practice to the State Bar of California and Illinois and all federal courts in Illinois, the Northern, Central and Eastern District of California, Southern District of Indiana, Eastern District of Wisconsin, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Mr. Thompson is active in contributing his time and expertise to bar associates, focusing on access to justice issues. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

Awards and Recognitions

2023-2025 Illinois Super Lawyers

2021-2022 Illinois Super Lawyers Rising Stars

Professional Memberships

National Associations of Consumer Advocates, Illinois State Chair, Board of Judiciary Committee and Ethics Committee

Illinois State Bar Association, Member of Information and Privacy Law Committee

Chicago Bar Association, Former Vice Chair and later Chair of Consumer Law Committee





Lauren Anderson

Senior Associate

Lauren Anderson is a senior associate attorney at Clarkson. Ms. Anderson's practice focuses on the origination and development of consumer protection claims involving falsely advertised food and beverage, personal care, and household products, with emphasis in greenwashing and products marketed for children.

Ms. Anderson earned her J.D. from University of Southern California Gould School of Law in 2019, and she graduated from the University of Pennsylvania in 2015 with a B.A. in English.

Practice Areas

False Advertising, Environmental Sustainability

Bar & Court Admissions

State Bar of California, N.D. Cal., E.D. Cal., C.D. Cal.

Education

J.D., 2019, University of Southern California Gould School of Law

B.A., 2015, University of Pennsylvania



Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2018, University of San Diego School of Law
B.S. in Political Science, University of California,
Santa Barbara

Alan Gudino

Senior Associate

Alan Gudino is a Senior Associate Attorney at Clarkson. Mr. Gudino focuses his practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Before joining Clarkson, Mr. Gudino litigated auto fraud and lemon law cases under the California Consumers Legal Remedies Act and the California Song-Beverly Consumer Warranty Act. Prior to that, Mr. Gudino litigated consumer class actions under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and other federal and California consumer statutes.

Mr. Gudino is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Mr. Gudino earned his law degree from the University of San Diego School of Law, and he graduated with a degree in Political Science from the University of California, Santa Barbara. While in law school, Mr. Gudino earned the CALI Excellence for the Future Award in torts and the Witkin Award for Academic Excellence in legal research and writing. He was a member of the San Diego International Law Journal and a judicial extern for Associate Justice Terry B. O'Rourke of the California Court of Appeal, Fourth Appellate District, Division One. Following law school, Mr. Gudino worked as a law clerk to Associate Judge Kenneth L. Govendo of the Superior Court for the Northern Mariana Islands. Mr. Gudino is fluent in Spanish.

OUR TEAM



Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law

Bar & Court Admissions

State Bar of California, State Bar of New York, C.D. Cal., E.D. Cal., N.D. Cal., S.D.N.Y., N.D.N.Y., E.D.N.Y.

Education

L.L.M., 2017, The George Washington University Law School
B.A., 2010, Russian-Tajik University, top 5% of class

Zarrina Ozari

Senior Associate

Zarrina Ozari is a senior associate attorney at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a “Rising Star” for her dedication to defending employees’ rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

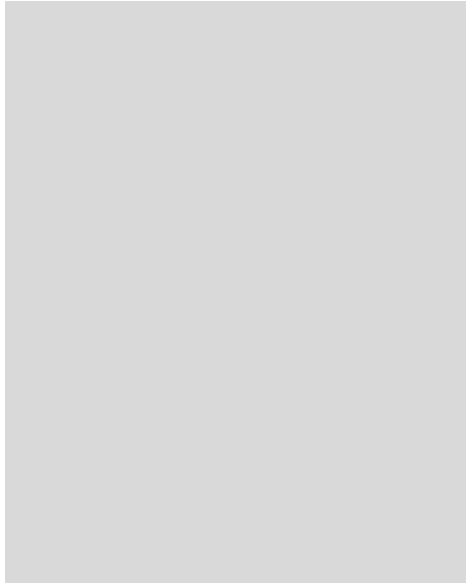
Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

Awards and Recognitions

2023-2025 Southern California Super Lawyers Rising Stars





Practice Areas

Fertility Negligence, Sexual Assault, Mass Torts

Bar & Court Admissions

State Bar of California, E.D. Cal., N.D. Cal.

Education

JD, 2019, Lincoln Law School of Sacramento,
magna cum laude

Jamie Mauhay Powers

Senior Associate

Jamie Mauhay Powers is a senior associate at Clarkson and joined the firm in 2025.

Before becoming a lawyer, Ms. Powers had a decade-long career in government, serving in various capacities within the California Legislature. Beginning as a Legislative Aide in the California Senate, she progressed to Legislative Director, and ultimately Chief of Staff in the California State Assembly.

Ms. Powers then transitioned to nonprofit advocacy, holding leadership roles at the Child Abuse Prevention Center and Head Start California, where she championed policies supporting vulnerable children and families at both the state and federal levels. Her passion for advocacy led her to law school, where she graduated *magna cum laude*, earning multiple academic achievement awards. After law school, she dedicated her practice to mass tort litigation, representing hundreds of clients against corporate and government entities.

She currently supports Clarkson Law Firm's sexual assault and fertility negligence practice, leveraging her experience to hold institutions accountable and fight for survivors seeking justice.

Beyond her legal practice, Jamie is actively involved in the legal community and has received numerous recognitions, including The National Trial Lawyers "Top 40 Under 40 in Civil Litigation" (2023, 2024), and Super Lawyers® Rising StarsSM (2024). She has presented at national legal seminars, including the American Association for Justice (AAJ) Winter and Summer Conventions, and the National Trial Lawyers Summit, sharing insights on litigation strategies, ethics, and diversity in mass torts.

Awards and Recognitions

2023-2024 National Trial Lawyers: Top 40 Under 40 – Civil Litigation
2024 Northern California Super Lawyers Rising Stars



OUR TEAM



Practice Areas

Class Action, Consumer Protection, Product Liability, Product Defects

Bar & Court Admissions

State Bar of California, 6th Cir., 7th Cir., 9th Cir., C.D. Cal., S.D. Cal., N.D. Cal., E.D. Cal., E.D. Mich., N.D. Ill.

Education

J.D., 2017, University of California, Hastings College of the Law

B.A., 2013, University of California, Berkeley

Mark Richards

Senior Associate

Mark Richards is a senior associate attorney at Clarkson. Mr. Richards focuses his practice on consumer class actions, product liability, and automotive defect litigation. In recognition of his professional achievements in these practice areas, he was selected as a Southern California Rising Star in 2024 and 2025 by Super Lawyers, an honor bestowed upon only 2.5% of attorneys in Southern California.

During law school, Mr. Richards externed with the Honorable Jacqueline Scott Corley in the U.S. District Court, Northern District of California, and worked as a law clerk in the Corporate Fraud Section of the U.S. Attorney's Office.

Prior to joining Clarkson, Mr. Richards spent six years at McCune Law Group, APC, where he played a significant role in litigating many high-profile automotive defect class actions and product liability cases. His litigation efforts have resulted in numerous favorable settlements for consumers and several published decisions.

Mr. Richards is deeply committed to work that advances the well-being of society, which is evidenced by his involvement in various community organizations. He formerly served on the board of Inland Counties Legal Services, a non-profit organization providing pro bono legal services to indigent clients in California's Inland Empire. Currently, he serves as a board member for the Mira Costa Community College Foundation, working to advance educational opportunities for students in his hometown.

Awards and Recognitions

2024-2025 Southern California Super Lawyers Rising Stars

Professional Memberships

American Association for Justice (AAJ)

American Bar Association (ABA)

Attorneys Information Exchange Group (AIEG)

Consumer Attorneys of California (CAOC)



OUR TEAM



Practice Areas

Consumer Protection, Unfair and Deceptive Trade Practices

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., 2021, University of Southern California
Gould School of Law
Business Law Certificate with Emphasis
in Real Estate

B.A. in Philosophy and B.B.A. in Business Administration, with a minor in Political Science, 2018, University of San Diego

Tiara Avanness

Associate

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness' practice focuses on complex consumer class action claims arising from unfair business practices, deceptive marketing, and environmental harm.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avanness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.



Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., New York University School of Law

B.A. in Global Studies with a Minor in French, University of California, Santa Barbara, Highest Honors

Meg Berkowitz

Associate

Meg Berkowitz is an associate attorney at Clarkson, primarily working on the pre-litigation development of false advertising cases. Equipped with a Juris Doctor from NYU School of Law and graduating with highest honors from UCSB, she brings a formidable blend of strong writing, analytical, and oral advocacy skills to her practice. Ms. Berkowitz works directly with clients to investigate claims against corporations that illegally exploit consumers for profit in a variety of industries.

Ms. Berkowitz's commitment to justice extends beyond corporate malfeasance. She is passionate about prisoners' rights and is actively involved in several of Clarkson's pro-bono initiatives, such as Homeboy Industries' mission to expunge records of formerly gang-involved individuals striving to rebuild their lives.

Ms. Berkowitz is fluent in French.



Practice Areas

Healthcare, AI, Class Action, Complex Litigation, Consumer Protection, Employment Law, Appeals & Writs

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., 2023, Pepperdine Caruso School of Law, *cum laude*

B.A., Philosophy, UC Berkeley

Michael Boelter

Associate

Michael Boelter is an associate attorney at Clarkson. Mr. Boelter's practice is focused primarily on healthcare and consumer litigation. His class action experience includes remedying the abuse of AI in healthcare, consumer protection and false advertising claims, complex litigation, and MDLs.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.



Practice Areas

Class Action, Wage & Hour, PAGA Litigation

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D. 2021, University of California, Hastings
B.A. in Cognitive Science, 2012, University of California, Irvine, Psychology Honors Program

Maxim Gorbunov

Associate

Maksim Gorbunov is an Associate specializing in Labor and Employment litigation with a focus on Wage and Hour Class actions and Private Attorneys General Act (PAGA) cases. With several years of experience in the legal field, he has been working tirelessly to make significant contributions to the pursuit of justice for his clients. Throughout his career, Mr. Gorbunov has achieved remarkable milestones including obtaining millions of dollars in settlements for workers. Prior to obtaining his law degree, Mr. Gorbunov studied psychology and the process of decision making in others, which he uses to apply effective approaches to litigate his cases.

Mr. Gorbunov values maintaining professional connections and staying engaged in with legal community. As such, he was heavily involved in University of California Hastings Moot Court as a competitor, student coach, and board member in law school. Now, as an attorney, Mr. Gorbunov is a member of the Los Angeles County Bar Association and California Employment Lawyers Association.

Professional Memberships

California Employment Lawyers Association (CELA)
Los Angeles County Bar Association (LACBA)



Practice Areas

Class Action

Bar & Court Admissions

Bar of the District of Columbia, Commonwealth of Massachusetts, D.D.C., D. Mass

Education

J.D., 2020, Harvard Law School

B.A. in Theatre and Communications, 2015, Florida State University

Laura Older

Associate

Laura Older is an Associate Attorney at Clarkson. Ms. Older represents consumers and workers in a range of class action lawsuits arising under various state and federal laws concerning consumer protection and employment law. Drawing from her background in theatre, Ms. Older weaves compelling narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Ms. Older litigated class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Ms. Older is admitted to the bars of the Commonwealth of Massachusetts and the District of Columbia, as well as the United States District Courts of Massachusetts and the District of Columbia.

Ms. Older earned her Juris Doctor from Harvard Law School. There, Ms. Older served as an executive editor of the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. At Harvard, Ms. Older represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Ms. Older received her B.A. in Theatre and Communications summa cum laude from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

Professional Memberships

National Association of Consumer Advocates
The National LGBTQ+ Bar Association



Practice Areas

Consumer Protection, Unfair Business Practices, Privacy

Bar & Court Admissions

State Bar of California

Education

J.D., 2024, California Western School of Law
B.S. in Sociology, double minor in Political Science and Nonprofit Administration, 2014, University of Oregon

Kate Bonifas

Junior Associate

Kate Bonifas is an associate attorney at Clarkson, working in multiple practice areas including privacy, unfair business practices, and consumer protection. Ms. Bonifas earned her Juris Doctor in 2024 from California Western School of Law (CWSL) and holds a bachelor's degree from the University of Oregon.

After receiving her bachelor's in sociology with a double minor in political science and nonprofit administration, Ms. Bonifas went into community engagement and nonprofit fundraising, working with various entities including the Eugene Symphony Association, the Neighborhood Economic Development Corporation, and Willamalane Park and Recreation District.

During her career in community engagement, Ms. Bonifas was appointed by Oregon Governor Kate Brown to the Lane Transit District (LTD) Board of Directors. While on the LTD Board, she represented LTD on regional, state, and national committees, and worked side by side with multiple agencies on large projects relating to infrastructure, transportation, city growth, business, and provided resources for community members in need.

Ms. Bonifas returned to school in 2021, seeking a law degree with one thing in mind: continuing her lifetime work of fighting for the underdog. While at CWSL, Ms. Bonifas earned a Distinguished Advocate award for her skills in appellate argument, received Awards of Excellence in multiple classes, earned high marks on the Dean's Honors List, and received awards for two of her scholarly writing articles titled "The California Racial Justice Act: an Exclusion of Immigrants" and "Look, Don't Touch: The Court and Sexual Deviance." She was also a teaching fellow for Torts, a research assistant for Professor Jessica Fink, interned with the San Diego Public Defender's Office, and interned with the California Innocence Coalition — where she helped pass three new laws through the California State Legislature.



Practice Areas

Class Action

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., S.D. Cal.

Education

J.D., UCLA School of Law

B.A., Stanford University

Cody Laux

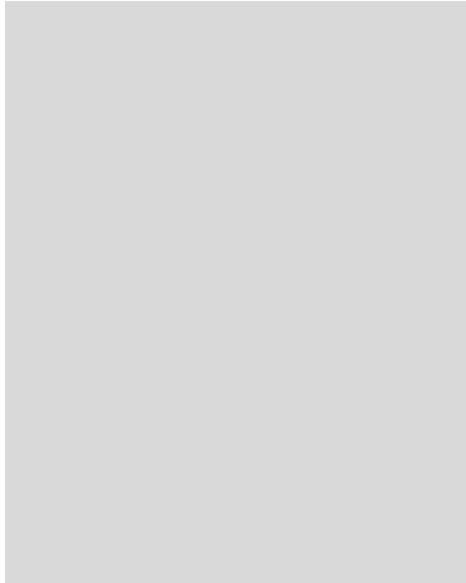
Junior Associate

Cody Laux is an associate attorney at Clarkson, dedicated to trauma-informed and client-centered advocacy. She is passionate about vindicating the rights of disabled people, workers, and consumers and about advocating for the expansion of their legal protections. Ms. Laux focuses her litigation practice on class actions, consumer protection, disability discrimination, employment, mass torts.

Ms. Laux graduated from UCLA School of Law in 2024 and is a member of the David J. Epstein Program in Public Interest Law & Policy cohort. UCLA Law awarded Ms. Laux the Achievement Fellowship, a full tuition scholarship reserved for a small number of academically talented students who have also overcome adversity. While at UCLA Law, Ms. Laux specialized in Critical Race Theory, served as Articles Editor for the UCLA Journal of Gender & Law, was co-chair of the National Lawyers Guild, and participated in the Veteran's Legal Clinic.

Prior to UCLA Law, Ms. Laux attended Stanford University, where she received a Bachelor of Arts in American Studies, with a minor in Art Practice. During her undergraduate studies, Ms. Laux received the John Shively Fowler Award for Excellence in Photography, the Chappell Lougee Scholarship, and various awards for literary excellence.

Ms. Laux grew up system-impacted due to the incarceration of her primary caretakers and her placement in the foster care system. This background enables her to approach clients from a place of true empathy.



Jay Zheng

Junior Associate

Jiaming (Jay) Zheng is a junior associate attorney at Clarkson Law Firm. He focuses his practice on consumer protection class actions, particularly those involving false advertising and deceptive business practices under California Unfair Competition Law, California Consumer Legal Remedies Act, and California Automatic Renewal Law. Before joining Clarkson full-time, he supported the firm's litigation team as a summer associate and law clerk.

Mr. Zheng earned his J.D. from the USC Gould School of Law. While at USC Gould School of Law, he served as the Senior Submission Editor for the Southern California Review of Law and Social Justice. Prior to USC Gould School of Law, he earned an LL.B. from Tongji University in Shanghai. During his undergraduate studies, he represented Tongji University in both the Willem C. Vis East International Commercial Arbitration Moot and the CIETAC Cup International Commercial Arbitration Moot, receiving the Best Individual Oralist award in the latter.

Originally from Shanghai, Mr. Zheng brings a global perspective to the firm's practice. He is fluent in Mandarin.

Mr. Zheng passed the July 2024 New York Bar Exam and the February 2025 California Bar Exam. He is currently awaiting admissions in both states.

Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California (February 2025 Exam Passed, Awaiting Admission)

State Bar of New York (July 2024 Exam Passed, Awaiting Admission)

Education

J.D., 2024, University of Southern California Gould School of Law

L.L.B., 2020, Tongji University

Represent more.

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EXHIBIT L

Doe, et al., v. Marin Health Medical Center

Case No. CV0002218

Almedia Law Group Resume



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP

- Kirkland and Ellis LLP
- Milbank LLP
- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action, settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.*, (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis)
- *Reedy v. Everlywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, settled on a class-wide basis, final approval hearing set for June 26, 2025)
- *B.W. v. San Diego Fertility Center Medical Group, Inc.*, 37-2024- 00006118-CU-BC-CTL (Cal. Super. Ct., Solano Cty.) (co-counsel in pixel class action; final approval hearing set for July 18, 2025)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for August 21, 2025)

- *Smith v. Loyola University Medical Center*, 1:23-cv-15828 (N.D. Ill.) (co-lead counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for September 17, 2025)
- *Marden v. LifeMD Inc.*, A-24-906800-C (Nev. Dist. Ct., Clark Cnty.) (counsel in telehealth pixel tracking class action, preliminary approval hearing set for September 30, 2025)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for October 24, 2025)
- *Singh v. The Moses H. Cone Memorial Hospital Operating Corporation*, 1:24-cv-00558 (M.D.N.C.) (co-counsel in pixel class action; settled on a class-wide basis, preliminary approval hearing pending)
- *Mrozinski et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon Cnty.) (co-lead counsel in pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D.N.Y.) (counsel in pixel tracking class action)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22STCV36178 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *R.C. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in

telehealth pixel tracking class action)

- *Pattison v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Nguyen v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R.C. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mich.) (counsel in telehealth pixel tracking class action)
- *J. R. v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (interim Co-Lead Class Counsel in urgent care pixel tracking class action)

DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class- wide basis)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co- lead counsel in operative data breach class action, settled on a class-wide basis)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action, preliminary approval hearing set for July 22, 2025)
- *Tambroni v. WellNow Urgent Care, P.C.*, 2025LA000013 (Ill. Cir. Ct., Sangamon Cnty.) (co-lead counsel in data breach class action, final approval hearing scheduled for August 15, 2025)
- *Catanach v. Bold Quail Holdings, LLC*, 24STCV32029 (L.A. Sup. Ct.) (counsel in data breach class action)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Wis. Cir. Ct., Dane Cnty.) (co-lead counsel in data breach class action)
- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-

CH- 0000120 (Winnebago Cir. Ct.) (interim co-lead class counsel in data breach class action)

- *Bardwell v. Mt. Baker Imaging, LLC*, No. 25-2-00463037 (Whatcom Cnty. Sup. Ct., Wash. Mar. 6, 2025) (co-lead counsel in a data breach class action)
- *Dixon v. Medical Express Ambulance Service, Inc.*, No. 2025CH04441 (Cook Cnty. Cir. Ct., Ill. Apr. 21, 2025) (co-lead counsel in a data breach class action)

OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED

- *Nadeau v. Onsite Mammography, LLC*, No. 3:25-cv-11123 (W.D. Mass. Apr. 25, 2025)
- *John v. Lab. Serv. Coop.*, 2:25-cv-00731 (W.D. Wash. Apr. 22, 2025)
- *Neu v. Coinbase Global, Inc.*, 3:25-cv-04243 (N.D. Cal. Apr. 16, 2025)
- *Blount v. Oracle Health, Inc.*, 4:25-cv-00259 (W.D. Mo. Apr. 11, 2025)(counsel in a data breach class action)
- *Ansley v. Concord Orthopaedics Prof. Ass'n*, 217-2025-CV-00305 (Merrimack Cnty. Sup. Ct., N.H. Apr. 4, 2025)
- *P.M. v. Northwell Health Inc. et al.*, No. 613041/2025 (NY Sup. Ct., Nassau Cnty.)
- *Fitzsimons v. Long Island Plastic Surgical Group, PC*, 2:25-cv-00309 (E.D.N.Y.)
- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D.N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Pa.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Ga. Super. Ct., Tift Cnty.)

VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)

- *Macalpine v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.) (co-lead counsel in consolidated VPPA class action)

FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co- counsel in lawsuit alleging merchant cash advances were usurious loans)
- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action, settled on a class-wide basis, final approval pending)
- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Pa.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Kyungo v. Saks & Company, LLC*, 3:24-cv-06934 (N.D. Cal.) (counsel in false advertising class action)

CONSUMER PROTECTION CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO- COUNSEL

- *Oganesyan v. Rakuten USA*; 4:25-cv-01534 (N.D. Cal.) (counsel in consolidated false advertising class action)
- *Chowning vs. Tyler Technologies, Inc.*; 3:25-cv-04009 (N.D. Cal.) (counsel in junk fees class action)

BIOMETRIC AND GENETIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, final approval granted)

- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Ill. Cir. Ct. Cook Cnty.) (co- counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 (N.D. Ill.) (co-lead counsel in biometric class action)
- *Carter et al v. MyHeritage (USA), Inc.*, 1:25-cv-00224 (N.D. Ill.) (Interim co-lead class counsel in consolidated GIPA class action)
- *Saathoff v. Gene By Gene Ltd.*, 1:24-cv-12118 (N.D. Ill.) (interim class counsel in consolidated pixel class action)

OUR TEAM

David S. Almeida is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

laude, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

Wesley M. Griffith is a Partner and the California Managing Partner at Almeida Law Group.

Wes is an accomplished litigator. Like many attorneys at the firm, Wes developed extensive experience as a defense attorney, spending a decade at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions and complex litigation. Wes now leverages his big law experience to advocate vigorously for everyday Americans in trial and appellate courts across the country.

Wes's practice focuses primarily on consumer class actions, focusing on junk fees, false and deceptive advertising, forever chemical contamination, and complex commercial disputes. He has represented clients in significant federal court actions (including before the United States Supreme Court), multidistrict litigation, and other complex actions across the country.

Wes's notable current matters include:

- Reserve California Camping Junk Fees Class Action
- Greystar Junk Fee Class Action
- School Lunch Fees Class Action
- Avis and Budget Rental Car Junk Fees

Wes's prior class action experience includes:

- *Beaver v. Tarsadia Hotels*, 2017 WL 4310707 (S.D. Cal. Sept. 28, 2017) (granting final approval to a class action settlement of over \$50 million in a real estate development dispute)
- *Weller v. HSBC Fin. Corp.*, 2015 WL 6123195 (D. Colo. Oct. 19, 2015)
- *West v. HSBC Mortgage Corp.*, South Carolina Court of Common Pleas (August 2015)
- *In re HSBC Bank, USA, N.A., Debit Card Overdraft Fee Litig.*, Supreme Court of the State of New York (2015)
- *In re HSBC Bank, USA, N.A., Debit Card Overdraft Fee Litig.*, 99 F. Supp. 3d 288 (E.D.N.Y. 2015)
- *Vasquez v. California School of Culinary Arts, Inc.*, 230 Cal. App. 4th 35 (Cal. App.

2d Dist. 2014)

- *Diaz v. HSBC USA, N.A.*, 2014 WL 5488161 (S.D. Fla. 2014)
- *In re HSBC Mortg. Corp. Force-Placed Hazard Ins. Litig.*, 959 F. Supp. 2d 1370 (J.P.M.L. 2013)
- *Davis v. Chase Bank USA, N.A.* (C.D. Cal. 2013)

Matthew J. Langley is a Partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris

Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

John R. Parker Jr., known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defended the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratinoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (E.D. Cal. and Cal. Super. Ct., Sacramento Cnty.) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Cal. Super. Ct., Santa Clara Cnty.), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

Karen Dahlberg O'Connell is a Partner with the Almeida Law Group. Karen is an experienced litigator who is skilled at investigating and prosecuting consumer fraud actions. Prior to joining Almeida Law Group, Karen participated in a wide range of cases on behalf of the Federal Trade Commission for more than 15 years. Representative matters include undisclosed recurring subscription fees, alternative education scams, unlawful debt collection, unauthorized billing, business coaching and job scams, deceptive marketing of a medical discount plan, and false advertising via affiliate marketers. Before working at the Federal Trade Commission, Karen served as an Assistant Attorney General in the Litigation Bureau of the New York State Office of the Attorney General, where she defended New York State, state agencies, and state officers in all stages of litigation, including trial. Her cases as an Assistant Attorney General ranged from employment

actions to alleged constitutional violations, including First Amendment claims. Before entering public service, Karen was a litigation associate at Robins, Kaplan, Miller & Ciresi LLP in Boston. She started her legal career at Milbank LLP in New York.

Karen is admitted to the state bars of New York and Massachusetts, the Southern District of New York, the Eastern District of New York, and the District of Massachusetts.

Elena A. Belov serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or

neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Britany A. Kabakov is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her

Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

Luke Coughlin is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.