

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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)*

**[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 April 11, 2025, and all exhibits thereto (the “Settlement” or “Settlement Agreement”);

5 On May 27, 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; (f) approved the  
13 claims, opt out, and objection procedures provided for in the Settlement Agreement; and  
14 (g) scheduled a Final Fairness Hearing for October 20, 2025, in Courtroom A of the Marin County  
15 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 Janeth Antonio RE: Notice Procedures of  
18 Verita;

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

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

25 The Court has considered the Settlement Agreement and exhibits thereto, the submissions  
26 of the Parties, the record in the Action, the evidence presented, the arguments presented by counsel,  
27 and any objections made by Settlement Class Members. Good cause appearing, **IT IS HEREBY**  
28 **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 April 11, 2025, including the  
6 definitions in the Settlement Agreement and (b) the notices and exhibits thereto, respectively, all  
7 of which were filed with the Court on April 28, 2025. All capitalized terms used in this Order have  
8 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 May 27, 2025.  
13 Excluded from the Settlement Class are: (1) the Judges presiding over the Actions and members  
14 of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any  
15 entity in which Marin or its parents, have a controlling interest, and its current or former officers  
16 and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior  
17 to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded  
18 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 Matthew J. Langley of Almeida Law Group LLC are hereby appointed, for  
23 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;  
11 (3) 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.

1           8.     Requests for Exclusion. The four persons listed on **Exhibit F**, attached to the  
2 Declaration of Janeth Antonio RE: Notice Procedures and incorporated by this reference,  
3 submitted timely and proper Requests for Exclusion, are excluded from the Settlement Class, and  
4 are not bound by the terms of the Settlement Agreement or this Order.

5           9.     Objections. The Court has considered the two objections to the Settlement attached  
6 as **Exhibit G** to the Declaration of Janeth Antonio RE: Notice Procedures. The Court finds and  
7 concludes that the objections are without merit and is hereby overruled.

8           10.    The Court finds the compensation to the Settlement Class, including the pro rata  
9 cash payments from the net Settlement Funds in accordance with the terms of the Settlement  
10 Agreement and the agreed to injunctive relief are fair and reasonable. The Court authorizes the  
11 Settlement Administrator to make payments to Settlement Class Members who submitted timely  
12 and valid Claim Forms in accordance with the terms of the Settlement Agreement.

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

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

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

27           14.    Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement are  
28 expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.

Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each and every Settlement Class Member shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order. Nor does this Release apply to any Settlement Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

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

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

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

18. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the amount of \$1,000,000, and reimbursement of litigation expenses and costs in the amount of

1 \$22,033.81, and such amounts shall be paid by the Settlement Administrator pursuant to and  
2 consistent with the terms of the Settlement. Pursuant to Paragraph 11.4 of the Settlement  
3 Agreement, Settlement Class Counsel has sole and absolute discretion to distribute and allocate  
4 the attorneys' fees and expenses award.

5 19. Service Payments. The Class Representatives are each awarded a Service Payment  
6 in the amount of \$2,000, and such amounts shall be paid by the Settlement Administrator pursuant  
7 to and consistent with the terms of the Settlement Agreement.

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Stephen P. Freccero