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17 Attorneys for Representative Plaintiffs

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19 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **IN AND FOR THE COUNTY OF TULARE**

21 In re HAPY BEAR SURGERY CENTER
22 DATA SECURITY INCIDENT
23 LITIGATION

Case No. VCU307987
(Assigned for all purposes to Hon. Gary M.
Johnson, Dept. 7)

24 This Document Relates To: All Actions

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

1 **[PROPOSED] ORDER**

2 WHEREAS, the Court held a Final Fairness Hearing and conditionally granted approval
3 of this class action Settlement on February 24, 2024. The Court has considered the Settlement
4 Agreement, all matters submitted to it at the Final Fairness Hearing, the relevant law, the
5 supplemental evidence, and all other files, records, and proceedings in this Action.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

7 Plaintiff's Motion for Final Approval of Class Action Settlement Agreement is
8 GRANTED.

9 This Order incorporates herein and makes a part hereof, the Settlement Agreement
10 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein,
11 the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the
12 same meanings for purposes of this Order.

13 The Court has subject matter jurisdiction over this matter including, without limitation,
14 jurisdiction to approve the Settlement, confirm certification of the Settlement Class for
15 settlement purposes only, to settle and release all claims released in the Settlement, and to enter
16 final judgment.

17 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

18 Based on its review of the record, including the Settlement, all submissions in support of
19 the Settlement, and all prior proceedings in the Action, the Court finally certifies and defines the
20 following Settlement Class for settlement purposes only: A nationwide class defined as "all
21 individuals residing in the United States whose personal identification information and data was
22 stored in Defendant's systems at the time of the December 27, 2023 cybersecurity incident and
23 who were impacted by the cybersecurity incident, including those to whom Defendant or its
24 authorized representative sent a notice concerning the 2023 Data Security Incident announced by
25 Defendant," and the California subclass defined as "all members of the Nationwide Class who
26 are also California residents at the time of the December 27, 2023 cybersecurity incident."
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1 Excluded from the Settlement Class are (1) the Judge(s) presiding over the Actions, and
2 members of their families; (2) the Defendant, their subsidiaries, parent companies, successors,
3 predecessors, and any entity in which the Defendant or their parents have a controlling interest
4 and their current or former officers, directors, and employees; (3) Persons who properly execute
5 and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the
6 successors or assigns of any such excluded Persons.

7 For settlement purposes only, with respect to the Settlement Class, the Court confirms
8 that the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have been met,
9 in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class
10 members in a single proceeding is impracticable; (b) questions of law and fact common to all
11 Settlement Class Members predominate over any potential individual questions; (c) the claims of
12 the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class
13 Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class
14 action is the superior method to fairly and efficiently adjudicate this controversy.
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16 **II. NOTICE TO THE SETTLEMENT CLASS**

17 The Court finds that Notice has been given to the Settlement Class in the manner
18 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i)
19 was reasonable and constituted the best practicable notice under the circumstances; (ii) was
20 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
21 pendency of the Action, the terms of the Settlement including its Releases, their right to exclude
22 themselves from the Settlement Class or object to all or any part of the Settlement, their right to
23 appear at the Final Approval Hearing (either on their own or through counsel hired at their own
24 expense), and the binding effect of final approval of the Settlement on all persons who do not
25 exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient
26 notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements
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1 of the United States Constitution (including the Due Process Clause), and any other applicable
2 law.

3 **III. FINAL APPROVAL OF THE SETTLEMENT**

4 The Court finds that the Settlement resulted from arm's-length negotiations between
5 Class Counsel and Defendant.

6 The Court hereby finally approves in all respects the Settlement as fair, reasonable,
7 and adequate, and in the best interest of the Settlement Class, including the monetary benefits
8 provided under the Settlement and the Business Practice Changes identified in the Settlement
9 Agreement.

10 The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the
11 interests of Settlement Class Members in connection with the Settlement.

12 The Parties shall consummate the Settlement in accordance with the terms thereof. The
13 Settlement, and each and every term and provision thereof, including its Releases, shall be
14 deemed incorporated herein as if explicitly set forth herein and shall have the full force and
15 effect of an order of this Court.

16 **IV. SETTLEMENT AND RELEASE OF CLAIMS**

17 The claims of the Class Representatives and the Settlement Class Members asserted in
18 the Action have been settled and released per the Settlement Agreement. The Court shall retain
19 jurisdiction of the Action and the Settlement Agreement.

20 Upon the Effective Date, the Class Representatives, any Person in the Settlement Class,
21 including those submitting or not submitting a claim for a Settlement Benefit, and each of their
22 respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators,
23 executors, devisees, predecessors, successors, assignees, representatives of any kind,
24 shareholders, partners, directors, employees or affiliates, and any other person who is a
25 Settlement Class Member that does timely and properly opt-out from the Settlement, shall be
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1 deemed to have, and by operation of this Order shall have, fully, finally, and forever released,
2 relinquished, and discharged all Released Claims.

3 For purposes of this Order, “Released Claims” means all claims or causes of action,
4 including causes of action in law, claims in equity, complaints, suits or petitions, and allegations
5 of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited
6 to, claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust,
7 declaratory relief, compensatory damages, consequential damages, penalties, exemplary
8 damages, breach of contract, breach of the duty to settle or indemnify, breach of the covenant of
9 good faith and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or other
10 potential claim), regardless of whether the claims or causes of action are based on federal, state,
11 or local law, statute, ordinance, regulation, contract, common law, or another source, that the
12 Releasing Parties had or have (including, but not limited to, assigned claims) that have been or
13 reasonably could have been asserted in the Action or in another action or proceeding before any
14 court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local
15 or federal regulatory body) based on the same set of operative facts as alleged in the Complaint.
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17 Upon the Effective Date and only after Defendant has fully funded the Gross Settlement
18 Amount, each and every Releasing Party shall be permanently barred and enjoined from
19 initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Parties
20 in any court, arbitration, tribunal, forum or proceeding.

21 **V. ATTORNEYS’ FEES AND COSTS, AND SERVICE AWARDS TO CLASS**
22 **REPRESENTATIVES**

23 The Court awards attorneys’ fees of \$312,500.00 and reimbursement of litigation costs
24 and expenses in the amount of \$10,196.46, payment of service awards in the amount of \$5,000 to
25 each Class Representative; and up to \$99,600.00 for the Settlement Administrator’s
26 Administrative Expenses. The Court directs the Settlement Administrator to pay such amounts in
27 accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be
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1 exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses
2 awarded by the Court among Plaintiffs' counsel of record in the Action.

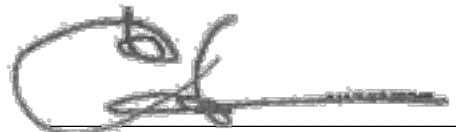
3 **VI. OTHER PROVISIONS**

4 The Court retains continuing jurisdiction over the Parties and the Settlement Class for the
5 administration, consummation, and enforcement of the terms of the Settlement Agreement.

6 In the event this Agreement is not approved by any court, or terminated for any reason, or the
7 Settlement set forth in this Agreement is declared null and void, or in the event that the Effective
8 Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any
9 way be responsible or liable for any of the Administrative Expenses, or any expenses, including
10 costs of notice and administration associated with this Settlement or this Agreement, except that
11 each Party shall bear its own attorneys' fees and costs.
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13 **IT IS SO ORDERED.**

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15 Dated: 03/03/2025



Hon. Gary Johnson