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Filed JAN 31 2024  
STEPHANIE BOHRER, CLERK  
By [Signature]  
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN

DANIEL HINDS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY MEDICAL CENTERS,  
INC.,

Defendant.

Lead Case No. STK-CV-UNPI-2021-0010404

Assigned to the Hon. Blanca Banuelos  
Department 10B

~~[PROPOSED]~~ FINAL APPROVAL ORDER

Action Filed: November 8, 2021

DATE: January 31, 2024  
TIME: 9:00 a.m.  
DEPT: 10B

*Included Actions:*  
*Beck v. Community Medical Centers, Inc.,*  
*Case No. 2021-10482*  
*Donaire v Community Medical Centers,*  
*Inc., Case No. 2021-10605*  
*Palermo v. Community Medical Centers,*  
*Inc., Case No. 2021-10626*  
*Miranda v. Community Medical Centers,*  
*Inc., Case No. 2021-11353*

~~[PROPOSED]~~ FINAL APPROVAL ORDER

ORIGINAL



1           WHEREAS, the Court, having considered the Settlement Agreement and Release filed  
2 July 7, 2023 (the "Settlement Agreement") between and among Plaintiffs Daniel  
3 Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva  
4 Justiniano Miranda, and Robert Donaire ("Plaintiffs") and Defendant Community Medical  
5 Centers, Inc. ("Defendant" or "CMC") (collectively, the "Parties"), the Court's Order  
6 Granting Preliminary Approval of Class Action Settlement and Conditionally  
7 Certifying Settlement Class ("Preliminary Approval Order"), having held a Final  
8 Approval Hearing on December 7, 2023, having considered all of the submissions and  
9 arguments with respect to the Settlement, and otherwise being fully informed, and good cause  
10 appearing therefor;

11 **IT IS HEREBY ORDERED:**

12           1.       Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs'  
13 Motion for an Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards are  
14 GRANTED.

15           2.       This Order incorporates herein and makes a part hereof the Settlement Agreement  
16 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein,  
17 the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the  
18 same meanings for purposes of this Order.

19           3.       The Court has subject matter jurisdiction over this matter including, without  
20 limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class  
21 for settlement purposes only, to settle and release all claims released in the Settlement, and to  
22 dismiss the Action with prejudice.

23  
24 **I.       CERTIFICATION OF THE SETTLEMENT CLASS**

25           4.       Based on its review of the record, including the Settlement Agreement, all  
26 submissions in support of the Settlement, and all prior proceedings in the Action, the Court  
27 finally certifies the following Settlement Class for settlement purposes only:

28           All individuals residing in the United States whose PHI/PII was compromised in  
the data incident first announced by Defendant on or about October 25, 2021

1 Excluded from the Settlement Class are Officers of Defendant, the judges presiding over the  
2 Action and members of their immediate family excluded from the Settlement Class are  
3 those persons identified in **Exhibit A** hereto, each of whom submitted a timely and valid request  
4 to be excluded from the Settlement Class. Such persons shall not receive the benefits of  
5 the Settlement and shall not be bound by this Order.

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

15 **II. NOTICE TO THE SETTLEMENT CLASS**

16 6. The Court finds that notice has been given to the Settlement Class in the manner  
17 directed by the Court in the Preliminary Approval Order. The Court finds that such notice:  
18 (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was  
19 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the  
20 pendency of the Action, the terms of the Settlement Agreement including its release of Released  
21 Claims, their right to exclude themselves from the Settlement Class or object to all or any part of  
22 the Settlement, their right to appear at the Final Approval Hearing (either on their own or  
23 through counsel hired at their own expense), and the binding effect of final approval of the  
24 Settlement on all persons who do not exclude themselves from the Settlement Class;  
25 (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and  
26 (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United  
27 States Constitution (including the Due Process Clause), and any other applicable law.

28

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

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

4 8. The Court hereby finally approves in all respects the Settlement as fair,  
5 reasonable, and adequate, and in the best interest of the Settlement Class.

6 9. The Court finds that Class Representatives and Class Counsel fairly and  
7 adequately represented the interests of Settlement Class Members in connection with the  
8 Settlement.

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

13 **IV. RELEASE**

14 11. Upon the Effective Date, each Settlement Class Member, including Class  
15 Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully,  
16 finally, and forever released, relinquished, and discharged all Released Claims.

17 12. Upon the Effective Date, CMC shall be deemed to have, and by operation of the  
18 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,  
19 each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including  
20 unknown claims, based upon or arising out of the institution, prosecution, assertion, settlement,  
21 or resolution of the Action or the Released Claims, except for enforcement of the Settlement  
22 Agreement.

23 13. For purposes of this Order, "Released Claims" collectively means any and all  
24 claims or causes of action which the Plaintiffs or any Class Member has against Defendant or the  
25 Released Parties as well as any and all claims, causes of action, damages, penalties, attorneys'  
26 fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and  
27 for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or  
28 indirect for any acts that were pled or could have been pled in the Action based on the facts,

1 subject matter, or the factual or legal allegations in the Complaint, regardless of whether such  
2 claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or  
3 other source of law, including all claims under the California Confidentiality of Medical  
4 Information Act, Cal. Civ. Code §§ 56, *et seq.* and Business & Professions Code §§ 17200, *et*  
5 *seq.* ("Released Claims"). For avoidance of doubt, the scope of the Released Claims excludes  
6 claims that solely seek recovery for physical bodily injuries attributable to the denial of medical  
7 treatment or for delayed medical treatment due to the Incident.

8 14. Further, upon the Effective Date, and to the fullest extent permitted by law,  
9 each Settlement Class Member, including Class Representatives, shall, either directly,  
10 indirectly, representatively, as a member of or on behalf of the general public or in any capacity,  
11 be permanently barred and enjoined from commencing, prosecuting, or participating in any  
12 recovery in any action in this or any other forum (other than participation in the Settlement as  
13 provided herein) in which any of the Released Claims is asserted.

14 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND PLAINTIFFS' SERVICE**  
15 **AWARDS**

16 15. The Court awards attorneys' fees of \$ 641,666.67, reimbursement of costs and  
17 expenses in the amount of \$42,563.18, totaling \$684,229.85, and payment of Service Awards in  
18 the amount of \$2,500.00 to each of the Plaintiffs. The Court directs the Settlement  
19 Administrator to pay such amounts in accordance with the terms of the Settlement  
20 Agreement. Class Counsel, in their sole discretion, shall allocate and distribute the foregoing  
21 attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel.

22 **VI. OTHER PROVISIONS**

23 16. Without affecting the finality of this Judgment in any way, the Court retains  
24 continuing jurisdiction over the Parties and the Settlement Class for the administration,  
25 consummation, and enforcement of the terms of the Settlement Agreement.

26 17. In the event the Effective Date does not occur, this Order and all orders entered in  
27 connection herewith shall be rendered null and void and shall be vacated, the Parties shall be  
28 restored to their respective positions in the Action, all of the Parties' respective pre-Settlement

1 claims and defenses will be preserved, the terms and provisions of the Settlement shall have  
2 no further force and effect with respect to the Parties and shall not be used in the Action or in  
3 any other proceeding for any purpose, and any judgment or order entered by the Court in  
4 accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

5 **IT IS SO ORDERED.**

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7 Dated: 1/31/24

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HON. BLANCA BANUELOS  
JUDGE OF THE SUPERIOR COURT  
**BLANCA A. BAÑUELOS**



# EXHIBIT A

MailingListID	ClaimNo	EmployeeName
171246	8	Arredondo, Guadalupe
70024	47	Duenas, Cristian