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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SISKIYOU**

14 JANE DOE, ESTHER BURCH, ELISABETH)	Case No.: CVCV21-49
14 SCHWAB, NICHOLAS J. SMITH and TARA F.)	
15 SMITH, on behalf of themselves and all others)	[PROPOSED] ORDER GRANTING
15 similarly situated,)	PRELIMINARY APPROVAL OF CLASS
16)	ACTION SETTLEMENT AND
16 Plaintiffs,)	CERTIFICATION OF A SETTLEMENT
17)	CLASS
17 vs.)	
18)	Date: December 30, 2021
18)	Time: 9:30 a.m.
19 SISKIYOU HOSPITAL, INC. d/b/a FAIRCHILD)	Courtroom 2
19 MEDICAL CENTER, a California Corporation;)	
20 and DOES 1 through 100, inclusive;)	
21)	
21 Defendants.)	

22
23 Before the Court is the unopposed Motion for Preliminary Approval of the proposed Class
24 Action Settlement between Plaintiffs Jane Doe, Esther Burch, Elisabeth Schwab, Nicholas J. Smith
25 and Tara F. Smith (collectively referred to as “Plaintiffs”) and Defendant Siskiyou Hospital, Inc.
26 d/b/a Fairchild Medical Center (“FMC” or “Defendant”) on behalf of a proposed Class defined as
27 “All persons who were mailed a letter sent on behalf of Siskiyou Hospital, Inc. d/b/a Fairchild
28 Medical Center entitled Notice of Data Breach, dated on or about November 25, 2020” (the
“Class”), excluding officers and directors of Defendant who received a Notice of Data Breach. The
parties to the Settlement respectfully request that the Court enter an order:

- 1 1) Conditionally certifying the Class, for purposes of implementing the Settlement
2 Agreement only;
- 3 2) Finding that the requirements of California Rules of Court, Rule 3.769, for preliminary
4 settlement approval have been satisfied, and the Court preliminarily approves the
5 settlement of the action referenced in the Settlement Agreement as being fair, just,
6 reasonable, and adequate to the Class and its members, subject to further consideration
7 at the Final Approval Hearing described below;
- 8 3) Appointing ILYM Group, Inc. as the Settlement Administrator;
- 9 4) Approving the proposed Class Notice, including the proposed opt-out and objection
10 procedures, as provided for in the Settlement Agreement;
- 11 5) Ordering Defendant to provide the Settlement Administrator the list of Class Members
12 containing date of birth information for members of the Class as provided for in the
13 Settlement Agreement;
- 14 6) Directing the Settlement Administrator to disseminate Class Notice to the Class as
15 provided for in the Settlement Agreement within twenty (20) days of the Court’s Order
16 granting Preliminary Approval; and
- 17 7) Setting a Final Approval Hearing in this Court.

18 Having reviewed and considered the parties’ proposed Settlement Agreement and the
19 unopposed Motion for Preliminary Approval of the Class Action Settlement and having heard and
20 considered the oral argument of counsel, the Court makes the findings and grants the relief set forth
21 below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms
22 and conditions set forth in this Order. All terms and phrases in this Order shall have the same
23 meaning as they are defined in the Settlement Agreement.

24 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

25 1. The Court, pursuant to California Code of Civil Procedure section 382 and California
26 Rules of Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the
27 Settlement Agreement only, a class consisting of “All persons who were mailed a letter sent on
28 behalf of Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center entitled Notice of Data Breach,
 dated on or about November 25, 2020” (the “Class”). Officers and directors of Defendant who
 received a Notice of Data Breach are excluded from the Class; (b) appoints Plaintiffs as the
 representatives of the Class; and (c) finds Class Counsel will fairly and adequately protect the
 interests of the Class and appoints Mark D. Potter and James M. Treglio of Potter & Handy, LLP,
 and Patrick N. Keegan of Keegan & Baker LLP, as co-lead counsel for the Class (“Class Counsel”).

1 2. The Court also finds that the requirements of California Rules of Court, Rule 3.769,
2 for preliminary settlement approval have been satisfied, and the Court preliminarily approves the
3 Settlement of the action set forth in the Settlement Agreement, attached as Exhibit A to the
4 Declaration of Patrick N. Keegan filed in support of the Motion, as being fair, just, reasonable, and
5 adequate to the Class and its members, subject to further consideration at the Final Approval
6 Hearing.

6 3. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

7 4. Defendant is ordered to provide the Settlement Administrator the list of Class
8 Members containing date of birth information for members of the Class as provided for in the
9 Settlement Agreement.

10 5. The Court approves, as to form and content, the Class Notice, attached as Exhibit 1
11 to the Settlement Agreement. The Court finds that distribution of the Notice of Settlement, in the
12 manner set forth in this Order and the Settlement Agreement, is reasonably calculated to apprise the
13 Class members, constitutes the best notice practicable under the circumstances, and constitutes
14 valid, due and sufficient notice to all members of the Class, complying fully with the requirements
15 of section 382 of the California Code of Civil Procedure, California Rules of Court, Rules 3.766 and
16 3.769, and any other applicable laws.

16 6. The Class Notice, attached as Exhibit 1 to the Settlement Agreement, shall be
17 disseminated by the Settlement Administrator in the manner and form approved by this Court
18 within twenty (20) days of this Order granting Preliminary Approval of the Settlement.

18 7. A hearing (the “Final Approval Hearing”) shall be scheduled to be held before this
19 Court on March 24, 2022 at 9:30 a.m. in Courtroom 2 of this Court. At the Final Approval Hearing,
20 the Court shall determine:

- 21 a) Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair,
22 reasonable, adequate, and in the best interests of the Class;
- 23 b) Whether Judgment, as provided for in the Settlement Agreement, should be entered
24 granting final approval of the Settlement; and
- 25 c) Whether and in what amounts of Class Counsels’ Fees and Expenses and Class
26 Representatives’ Incentive Awards, as provided for in the Settlement Agreement, shall be
27 paid from the Settlement Fund.

27 8. Any member of the Class who desires to be excluded from the Class, and therefore
28 not bound by the terms of the Settlement Agreement, may request exclusion from the settlement in
this Action by mailing a request in writing to the Settlement Administrator at the address set forth in

1 the Class Notice, personally signed, stating the Class Member's full name and current address and
2 stating unequivocally that he/she wishes to be excluded from this class action settlement. Any
3 request for exclusion must be mailed to the Settlement Administrator and postmarked in the
4 time set forth in the Class Notice, which shall be no later than forty-five (45) days after the Class
5 Notice Date. Any member of the Settlement Class who chooses to be excluded and who provides
6 the required information will not be bound by any judgment entered in connection with this
7 Settlement. A list of persons who requested exclusion shall be filed with the Court before the date
8 of the Final Approval Hearing.

9 9. Any member of the Settlement Class who elects to be excluded shall not be entitled
10 to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any
11 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
12 Agreement or appear at the Final Approval Hearing. The names of all persons timely submitting
13 valid Requests for Exclusion shall be provided to the Court.

14 10. Any member of the Settlement Class who desires to object to the Settlement must
15 file any objections and all papers in support of such objections with the Court in the time set forth in
16 the Class Notice, which shall be no later than forty-five (45) days after the Class Notice Date. All
17 such written objections shall be mailed to the designate member of Class Counsel, Defendant's
18 counsel and the Settlement Administrator at their addresses set forth in the Class Notice. The filing
19 of any objection will not extend the time within which a member of the Settlement Class may file a
20 request or exclusion from the Settlement. To state a valid objection to the Settlement, an objecting
21 Class Member must provide to the Settlement Administrator the following information in his or her
22 written objection: (i) the objector's full name, current address, and current telephone number; (ii)
23 documentation sufficient to establish membership in the Class; (iii) a statement of the position(s)
24 the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide
25 copies of any other documents that the objector wishes to submit in support of his/her position; (v)
26 whether the objecting Class Member intends to appear at the Final Approval Hearing; and (vi) the
27 name and contact information for all counsel representing the objector; and (vii) the objector's
28 signature under the penalty of perjury.

11. Any objection not submitted as described in section IX.B. of the Settlement
Agreement, or any objection otherwise not properly or timely filed, will be invalid and the objector
will be deemed to have waived any objections, will be foreclosed from making subsequent
objections, and the objector shall be bound by the final determination of the Court.

12. Service of all papers on counsel for the parties shall be made as follows:

1 **To Class Counsel:**

2 James M. Treglio
3 Potter Handy LLP
4 8033 Linda Vista Rd. Ste. 200
5 San Diego, California 92111

6 Patrick N. Keegan
7 Keegan & Baker, LLP
8 2292 Faraday Avenue, Suite 100
9 Carlsbad, CA 92008

10 **To Defendant's Counsel:**

11 Claudia D. McCarron
12 James F. Monagle
13 Mullen Coughlin LLC
14 426 W. Lancaster Avenue, Suite 200
15 Devon, PA 19333

16 13. Subject to approval of the Court, only a Class Member who has filed and served
17 valid and timely notice of intention to appear at the Final Approval Hearing (“Notice of Intention to
18 Appear”) at least fifteen days prior to the Final Approval Hearing or such other date set by the
19 Court and do not request exclusion, may be heard at the Final Approval Hearing.

20 14. Any Class Member who does not make an objection in the time and manner
21 provided shall be deemed to have waived such objection and forever shall be foreclosed from
22 making any objection, and shall be bound by the final determination of the Court
23 regarding the fairness or adequacy of the proposed Settlement as incorporated in the Settlement
24 Agreement, adequacy of notice, the payment of Class Counsels’ Fees and Expenses and Class
25 Representatives’ Incentive Awards, and/or the Judgment.

26 15. In the event that the proposed Settlement is not approved by the Court, this Order
27 and all orders entered in connection therewith shall become null and void, shall be of no further
28 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 even the Settlement Agreement and all negotiations and
 proceedings directly related thereto shall be deemed to be without prejudice as of the date and time
 immediately preceding the execution of the Settlement Agreement.

 16. The Court reserves the right to adjourn the date of the final approval hearing and any
 adjournment thereof without further notice to the members of the Class, and retains jurisdiction to
 consider all further applications arising out of or connected with the settlement. The Court may

1 approve the settlement, with such modifications as may be agreed to by the parties to the Settlement
2 Agreement, if appropriate, without further notice to the Class.

3 17. The Court retains continuing and exclusive jurisdiction over the action to consider all
4 further matters arising out of or connected with the Settlement, including the administration and
5 enforcement of the Settlement Agreement.

6 18. Pending final determination of whether the Settlement Agreement should be
7 approved, neither Plaintiffs nor any Class Member may either directly, representatively, or in any
8 other capacity, commence or prosecute against Defendants any action or proceeding in any court or
9 tribunal asserting any of the claims alleged in the Action filed herein.

10 19. The case shall proceed pursuant to the following schedule:

Event	Deadline	Date
Last day for Settlement Administrator to mail Settlement Notice to Class Members	20 days after entry of this Order	January 19, 2022
Last day for Class Members to submit claim forms, file objections to settlement or to opt-out of the Class	45 days after the Class Notice Date	March 5, 2022
Last day for Class Counsel to file motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses	45 days after the Class Notice Date	March 5, 2022
Last day for the Parties to reply to any objections	10 days before the Final Approval Hearing	March 14, 2022

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filed by Class Members		
Hearing on motion for final approval of Settlement and application for the payment of Class Counsels' Fees and Expenses and Class Representatives' Incentive Awards, and Settlement administration expenses		March 24,2022 at 9:30 a.m. in Courtroom 2 of this Court

IT IS SO ORDERED.

JUDGE OF THE SUPERIOR COURT