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13 [Additional counsel appear on signature page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN DIEGO**

16 **IN RE: SCRIPPS HEALTH DATA**
17 **INCIDENT LITIGATION**

Lead Case No. 37-2021-00024103-CU-BT-CTL

Assigned to the Hon. Gregory W. Pollack
Department 71

18 *Included Actions:*

19 *Garcia v. Scripps Health*
20 Case No. 37-2021-00024103-CU-BT-CTL

21 *Corning v. Scripps Health*
Case No. 37-2021-00025007-CU-BT-CTL

22 *Matthews, et al. v. Scripps Health*
23 Case No. 37-2021-00027326-CU-MC-CTL

24 *Joseph v. Scripps Health Inc.*
Case No. 37-2021-00029680-CU-NP-CTL

25 *Lahrmann v. Scripps Health*
26 Case No. 37-2021-00031510-CU-BT-CTL

27 *Herrera v. Scripps Health*
Case No. 37-2021-00031787-CU-BC-CTL
28

NOTICE OF ENTRY OF ORDER

Action Filed: November 23, 2022

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 23, 2022, the Court entered an Order
3 Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying
4 Settlement Class. A true and correct copy of the Order is attached hereto as **Exhibit A**.

5 **PLEASE TAKE FURTHER NOTICE** that the Court set a Final Approval Hearing for
6 April 7, 2023 at 9:30 a.m. in Department 71.

7 DATED: November 23, 2022

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SCRIPPS/28960

EXHIBIT A

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~~ELECTRONICALLY RECEIVED~~
~~Superior Court of California,~~
~~County of San Diego~~
~~12/23/2022 1:34:00 PM~~
~~Clerk of the Superior Court~~
By: ~~Elizabeth Reyes~~, Clerk

FILED
Clerk of the Superior Court

NOV 23 2022

By: T. Abas

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

**IN RE: SCRIPPS HEALTH DATA
INCIDENT LITIGATION**

Lead Case No. 37-2021-00024103-CU-BT-CTL

Assigned to the Hon. Gregory W. Pollack
Department 71

Included Actions:

CONSOLIDATED CLASS ACTION

- Garcia v. Scripps Health*
Case No. 37-2021-00024103-CU-BT-CTL
- Corning v. Scripps Health*
Case No. 37-2021-00025007-CU-BT-CTL
- Matthews, et al. v. Scripps Health*
Case No. 37-2021-00027326-CU-MC-CTL
- Joseph v. Scripps Health Inc.*
Case No. 37-2021-00029680-CU-NP-CTL
- Lahrman v. Scripps Health*
Case No. 37-2021-00031510-CU-BT-CTL
- Herrera v. Scripps Health*
Case No. 37-2021-00031787-CU-BC-CTL

R.L.T.
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS**

Complaint Filed: June 1, 2021
Trial Date: Not Yet Set

Date: November 12, 2022
Time: 1:30 P.M.
Dept: SD-71
Judge: Hon. Gregory W. Pollack

[IMAGED FILE]

1 WHEREAS, the above-styled Action was filed on June 1, 2021;

2 WHEREAS, Plaintiffs Johnny Corning, Gale Ann Matthews, Michael Matthews, Alma
3 Uphoff, Kevin Uphoff, and Susan Moore (“Named Plaintiffs”), individually and on behalf of
4 themselves and the proposed Settlement Class (defined below), and Defendant Scripps Health
5 (“Scripps” or “Defendant”) (collectively, the “Settling Parties”), have entered into a Settlement
6 Agreement and Release (“Settlement Agreement”) resolving the Action, subject to Court
7 approval;

8 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation
9 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
10 are well experienced in similar class action litigation; and

11 WHEREAS, Named Plaintiffs, the proposed Class Representatives, have moved the
12 Court for entry of an order preliminarily approving the Settlement, conditionally certifying the
13 Settlement Class for settlement purposes only, and approving the form and method of notice
14 upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits
15 thereto.

16 WHEREAS, the Court having considered the Settlement Agreement, together with all
17 exhibits thereto and records in this case, and the arguments of counsel and for good cause
18 appearing, hereby orders as follows:

19 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

20 1. Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is
21 GRANTED. The terms defined in the Settlement Agreement shall have the same meanings in
22 this Order.

23 2. Having made the findings set forth below, the Court conditionally certifies the
24 following Class for settlement purposes only:

25 All persons to whom Scripps sent, via direct mail, notice of the
26 Ransomware Attack.

27 3. Excluded from the Settlement Class are: (1) the Judges presiding over the Action
28 and members of their families; (2) Scripps, its subsidiaries, parent companies, successors,

1 predecessors, and any Entity in which Scripps or its parents have a controlling interest, and its
2 current or former officers and directors; (3) natural persons who properly execute and submit a
3 Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such
4 excluded natural person; and (5) any other person found by a court of competent jurisdiction to
5 be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or
6 who pleads nolo contendere to any such charge.

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

16 5. The Court hereby appoints Named Plaintiffs, Johnny Corning, Gale Ann
17 Matthews, Michael Matthews, Alma Uphoff, Kevin Uphoff, and Susan Moore, as Class
18 Representatives for the Settlement Class.

19 6. The Court hereby appoints Rachele R. Byrd of Wolf Haldenstein Adler Freeman
20 & Herz LLP; Timothy D. Cohelan of Cohelan Khoury & Singer; Patrick N. Keegan of Keegan &
21 Baker, LLP; and M. Anderson Berry of Clayco C. Arnold, APLC as Class Counsel.

22 **II. PRELIMINARY APPROVAL**

23 7. The terms of the Settlement, including its proposed release, are preliminarily
24 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
25 providing notice of the Settlement to the Settlement Class in accordance with the Notice Plan,
26 and are subject to further and final consideration at the Final Approval Hearing provided for
27 below. In making this determination, the Court considered the fact that the Settlement is the
28 product of arm's-length negotiations facilitated by a neutral mediator and conducted by

1 experienced and knowledgeable counsel, the current posture of the Action, the benefits of the
2 Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the
3 Settling Parties and the Settlement Class.

4 8. As provided for in the Settlement Agreement, if the Court does not grant final
5 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
6 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement
7 purposes only provided for herein, will be vacated and the Action shall proceed as though the
8 Settlement Class had never been conditionally certified for settlement purposes only, with no
9 admission of liability or merit as to any issue, and no prejudice or impact as to any party's
10 position on the issue of class certification or any other issue in the case.

11 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

12 9. The Court appoints Epiq as the Settlement Administrator. The responsibilities of
13 the Settlement Administrator are set forth in the Settlement Agreement.

14 10. The Court has considered the Notice provisions of the Settlement, the Notice Plan
15 set forth in the Settlement Agreement and the Long Form Notice and Summary Notice, attached
16 as Exhibits D and F to the Settlement Agreement, respectively. The Court finds that the direct
17 emailing and/or mailing of Notice in the manner set forth in the Notice Plan is the best notice
18 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and
19 this Order to all persons entitled thereto, and is in full compliance with applicable law and due
20 process. The Court approves as to form and content the Long Form Notice and Summary Notice
21 in the forms attached as Exhibits D and F, respectively, to the Settlement Agreement. The Court
22 orders the Settlement Administrator to commence the Notice Plan following entry of this Order
23 in accordance with the terms of the Settlement Agreement.

24 11. The Court approves as to form and content the Claim Form attached as Exhibit A
25 to the Settlement Agreement.

26 12. Settlement Class Members who qualify for and wish to submit a Claim Form
27 under the Settlement shall do so in accordance with the requirements and procedures of the
28 Settlement Agreement and the Claim Form under which they are entitled to seek relief. The

1 Claims deadline is [90 days after the Notice Commencement Date]. All Settlement Class
2 Members who fail to submit a claim in accordance with the requirements and procedures of the
3 Settlement Agreement and respective Claim Form shall be forever barred from receiving any
4 such benefit but will in all other respects be subject to and bound by the provisions of the
5 Settlement and the releases contained therein. Notwithstanding any of the above, Settlement
6 Class Members who fail to submit a claim in accordance with the requirements and procedures
7 of the Settlement Agreement and respective Claim Form may still enroll in the Credit Monitoring
8 and Automatic Fraud Resolution Services, provided they do so within ninety (90) days of the
9 Effective Date.

10 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

11 13. Each person wishing to opt out of the Settlement Class must individually sign and
12 timely submit written notice of such intent to the designated Post Office box established by the
13 Settlement Administrator. The written notice must clearly manifest the Settlement Class
14 Member's intent to be excluded from the Settlement Class. To be effective, written notice must
15 be postmarked no later than [75 days after the Notice Commencement Date].

16 14. Persons who submit valid and timely notices of their intent to be excluded from
17 the Settlement Class shall neither receive any benefits of nor be bound by the terms of the
18 Settlement.

19 15. Persons falling within the definition of the Settlement Class who do not timely
20 and validly request to be excluded from the Settlement Class shall be bound by the terms of the
21 Settlement, including its releases, and all orders entered by the Court in connection therewith.

22 **V. OBJECTIONS**

23 16. Each Settlement Class Member desiring to object to the Settlement must submit a
24 timely written notice of his or her objection to the Settlement Administrator the designated Post
25 Office box established by the Settlement Administrator. Such notice must include: (i) the
26 objector's full name and address; (ii) the case name and number—*In re: Scripps Health Data*
27 *Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL; (iii) information identifying the
28 objector as a Settlement Class Member, including proof that the objector is a member of the

1 Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the
2 Ransomware Attack, or a statement explaining why the objector believes he or she is a Settlement
3 Class Member); (iv) a written statement of all grounds for the objection, accompanied by any
4 legal support for the objection the objector believes applicable; (v) the identity of any and all
5 counsel representing the objector in connection with the objection; (vi) a statement whether the
6 objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the
7 objector's signature or the signature of the objector's duly authorized attorney or other duly
8 authorized representative (if any) representing him or her in connection with the objection.

9 17. To be timely, written notice of an objection in appropriate form must be mailed
10 and postmarked no later than the Objection Date [75 days after the Notice Commencement Date]
11 to the Settlement Administrator at the address set forth in the Class Notice.

12 18. Unless otherwise ordered by the Court, any Settlement Class Member who does
13 not timely object in the manner prescribed above shall be deemed to have waived all such
14 objections and shall forever be foreclosed from making any objection to the fairness, adequacy,
15 or reasonableness of the Settlement, including its releases, the Order and Judgment approving the
16 Settlement, and Class Counsels' motion for a Fee Award and Costs and Named Plaintiffs'
17 Service Awards.

18 VI. THE FINAL APPROVAL HEARING

19 19. The Court will hold a Final Approval Hearing on ~~[Date]~~; at ~~[Time]~~ ^{April 7, 2023} m., at the ^{9:30am}
20 San Diego Courthouse, 330 West Broadway, San Diego, California 92101, Department SD-71,
21 to consider: (a) whether certification of the Settlement Class for settlement purposes only should
22 be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in
23 the best interests of the Settlement Class; (c) the application by Class Counsel for an award of
24 attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for
25 Named Plaintiffs' service awards as provided for under the Settlement; (e) whether the release of
26 Released Claims as set forth in the Settlement should be provided; (f) whether the Court should
27 enter the [Proposed] Final Order and [Proposed] Judgment; and (g) ruling upon such other
28 matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time

1 to time and without further notice to Settlement Class Members be continued or adjourned by
2 order of the Court.

3 20. No later than [16 court days prior to the Final Approval Hearing], the Named
4 Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion
5 for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards. No later than [5
6 court days prior to the Final Approval Hearing], Named Plaintiffs shall file their Reply Brief in
7 Support of Motion for Final Approval of Class Action Settlement Agreement and their Reply
8 Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service
9 Awards, including as needed to respond to any valid and timely objections.

10 21. The related time periods for events preceding the Final Approval Hearing are as
11 follows:

Time		
12		
13	Scripps to provide Settlement Administrator with Settlement Class Member Information	No later than 14 days after entry of this Order
14	Notice Commencement Date	Within 30 days after entry of this Order
15	Claims Deadline	90 days after the Notice Commencement Date
16	Opt-Out Deadline	75 days after the Notice Commencement Date
17	Objection Deadline	75 days after the Notice Commencement Date
18	Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	16 court days prior to the Final Approval Hearing
19		
20	Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	5 court days prior to the Final Approval Hearing
21		
22	Final Approval Hearing	114 days after Preliminary Approval, or shortly thereafter
23		<i>April 7, 2023 @ 9:30</i>

24 22. Any action brought by a Settlement Class Member concerning a Released Claim
25 shall be stayed pending final approval of the Settlement.

26 **IT IS SO ORDERED.**

27 Dated:

28 
HON. GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, Darya Yacoubian, the undersigned, do declare as follows:

3 I am a resident of the County of San Diego; I am over the age of 18 years, and not a
4 party to, or have any interest in, this legal action; my business address is 750 B Street, Suite
5 1820, San Diego, California 92101.

6 On November 23, 2022, I served the following document(s):

7 **NOTICE OF ENTRY OF ORDER**

8 in the manner identified below on all interested parties on the attached service list:

9 **(X) VIA ELECTRONIC MAIL** – I electronically transmitted a copy of the
10 document(s) listed above to all parties in a pdf or word processing format at their
11 respective electronic mailbox addresses, pursuant to consent to such form of service.

12 **() VIA U.S. MAIL** – I enclosed a copy of the document identified above in an
13 envelope or envelopes and placed the envelope(s) for collection and mailing on the date
14 and at the place shown above, following our ordinary business practices. I am readily
15 familiar with this business’s practice of collecting and processing correspondence for
16 mailing. On the same day that correspondence is placed for collection and mailing, it is
deposited in the ordinary course of business with the U.S. Postal Service, in a sealed
envelope with postage prepaid.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed this 23rd day of November 2022, at San Diego,
California.

19
20 
21 DARYA YACOUBIAN

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IN RE SCRIPPS HEATH DATA INCIDENT LITIGATION

Service List – March 28, 2022

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IN RE SCRIPPS HEATH DATA INCIDENT LITIGATION

Service List – March 24, 2022

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