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STEPHANIE BOHRER, CLERK

By *[Signature]*
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

KARIMA CARMONA, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

DAMERON HOSPITAL ASSOCIATION
D/B/A/ DAMERON HOSPITAL,

Defendant.

Case No. CV-UPI-2024-527

KTW
**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Robert T. Waters
Complaint Filed: January 16, 2024
Trial Date: Not Set

Hearing Date: [DATE], 2024
Hearing Time: 9:00 a.m.
Hearing Location: (209) 992-5590; Bridge
6941; Pin # 5564

WHEREAS, Plaintiff Karima Carmona, individually and on behalf of all others
similarly situated, and Defendant Dameron Hospital Association d/b/a Dameron Hospital have
entered into a Class Action Settlement Agreement and Release resolving the Litigation,¹ subject
to Court approval;

¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as
defined in the Agreement, except as may otherwise be indicated.

1 WHEREAS, Plaintiff alleges that, in or around December 2023, a third-party threat
2 actor allegedly gained unauthorized access to Dameron’s systems and may have accessed and
3 acquired files containing the Private Information of certain current and former Dameron
4 employees and patients, including names, mailing addresses, email addresses, phone numbers,
5 dates of birth, Social Security numbers, payment and account information, health insurance,
6 and other medical information.

7 WHEREAS, Plaintiff filed the Litigation on January 16, 2024, and asserted causes of
8 action for: (1) negligence and negligence per se; (2) breach of implied contract; (3) breach of
9 fiduciary duty; (4) breach of confidences; (5) unjust enrichment; (6) declaratory judgment; (7)
10 violation of the California Customer Records Act (Cal. Civ. Code § 1798.82, *et seq.*) (“CCRA”);
11 (8) violation of the California Constitution’s Right to Privacy (Cal. Const., art. I, § 1); (9)
12 violation of the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100, *et seq.*)
13 (“CCPA”); (10) violation of the California Consumer Legal Remedies Act (Cal. Civ. Code §
14 1750, *et seq.*) (“CLRA”); (11) violation of the California Confidentiality of Medical
15 Information Act (Cal. Civ. Code § 5, *et seq.*) (“CMIA”); and (12) violation of the California
16 Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*) (“UCL”).

17 WHEREAS, this Litigation was settled, after arm’s-length negotiations between counsel
18 well experienced in class action litigation, investigation, and informal discovery sufficient to
19 permit counsel to act knowingly;

20 WHEREAS, Plaintiff has moved the Court for entry of an order preliminarily approving
21 the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and
22 approving the form and method of notice upon the terms and conditions set forth in the
23 Settlement, together with all exhibits thereto;

24 WHEREAS, Dameron denies any and all alleged wrongdoing and denies any liability
25 to Plaintiff, to members of the putative class, or to members of the Settlement Class; and

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

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

2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.

3 1. The terms defined in the Agreement shall have the same meaning in this
4 Preliminary Approval Order.

5 2. Having made the findings set forth below, the Court conditionally certifies the
6 following Settlement Class for settlement purposes only under California Civil
7 Procedure Code Section 382:

8 All persons Dameron identified as being among those individuals impacted
9 by the Incident including all who were sent a notice of the Incident.

10 3. The Settlement Class is estimated to contain 262,475 members. The Court
11 further conditionally certifies the following California Subclass:

12 All persons residing in California who Dameron identified as being among
13 those individuals impacted by the Incident, including all who were sent a
14 notice of the Incident to a California address.

15 4. The California Subclass is estimated to contain 208,496 members, all of whom
16 are also members of the Settlement Class. Excluded from the Settlement Class
17 and California Subclass are any judge presiding over this matter and any
18 members of their first-degree relatives, judicial staff, Dameron's officers and
19 directors, and any individuals who timely and validly request exclusion from the
20 Settlement Class.

21 5. For settlement purposes only, with respect to the Settlement Class, the Court
22 preliminary finds the prerequisites for a class action pursuant to California Code
23 of Civil Procedure Section 382 have been met, in that: (a) the Settlement Class
24 is so numerous that joinder of all individual Settlement Class members in a
25 single proceeding is impracticable; (b) questions of law and fact common to all
26 Settlement Class Members predominate over any potential individual questions;
27 (c) the claims of the Plaintiff are typical of the claims of the Settlement Class;
28 (d) Plaintiff and proposed Settlement Class Counsel will fairly and adequately

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represent the interests of each Settlement Class Member; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382 (West 2022).

6. The Court hereby appoints Karima Carmona as Settlement Class Representative on behalf of the Settlement Class.

7. The Court hereby appoints Milberg Coleman Bryson Phillips Grossman, PLLC and Kopelowitz Ostrow P.A. as Settlement Class Counsel.

II. PRELIMINARY APPROVAL

8. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program, and are subject to further and final consideration at the Final Approval Hearing provided for below.

9. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations and conducted by experienced and knowledgeable counsel, the current posture of the Litigation, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and the Settlement Class.

10. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the

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Settling Parties' positions on the issue of class certification or any other issue in the case.

11. Pursuant to California Civil Code Section 384, the Non-Profit Residual Recipient is the International Association of Privacy Professionals, a 26 U.S.C. § 501(c)(3) non-profit organization that promotes training potential and existing data privacy professional on privacy and cybersecurity safeguards.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

12. The Court appoints Kröll Settlement Administration as the Claims Administrator. The responsibilities of the Claims Administrator are set forth in the Agreement.

13. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in the Agreement, and the Long Form Notice and Short Notice, attached as Exhibits A and B to the Agreement, respectively. The Court finds that the direct mailing of notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Long Form Notice and Short Notice in the forms attached as Exhibits A and B to the Agreement, respectively.

14. The Settling Parties are ordered to give notice to all Settlement Class Members in accordance with California Rule of Court, Rule 3.771(b). The Court orders the Claims Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

- 1 15. Each person wishing to exclude themselves from the Settlement Class must
2 individually sign and timely mail a written Request for Exclusion to the address
3 designated by the Claims Administrator.
- 4 16. The Request for Exclusion must be a substantially completed and properly
5 executed written request that is timely delivered to the Claims Administrator by
6 a Settlement Class Member and is postmarked or submitted through the
7 Settlement Website on or before the Opt-Out Deadline, which is 60 days after
8 the Notice Date.
- 9 17. All Requests for Exclusion must be submitted individually in connection with a
10 Settlement Class Member, *i.e.*, one request is required for every Settlement Class
11 Member seeking exclusion.
- 12 18. All persons who opt out of the Settlement Class shall not receive any benefits of
13 or be bound by the terms of the Agreement.
- 14 19. All persons falling within the definition of the Settlement Class who do not opt
15 out shall be bound by the terms of the Agreement and by all proceedings, orders,
16 and judgments in the Litigation.

17 **V. OBJECTIONS**

- 18 20. Each Settlement Class Member who does not timely request to be excluded from
19 the Settlement Class may mail a notice of intent to object to the Settlement to
20 the Claims Administrator at its address designated by the Claims Administrator.
- 21 21. All notices of an intent to object to the Settlement must be written and should
22 include all of the following: the objector's full name, address, telephone number,
23 and email address (if any); a clear and detailed written statement that identifies
24 the basis of the specific objection that the Settlement Class Member asserts; the
25 identity of any counsel representing the objector; a statement whether the
26 objector intends to appear at the Final Approval Hearing, either in person or
27 through counsel, and, if through counsel, identifying that counsel; the objector's
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signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (if any).

22. Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court’s approval.

23. To be timely, written notice of an objection in the appropriate form must be postmarked no later than the Objection Deadline, which is 60 days after the Notice Date.

24. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Litigation.

VI. THE FINAL APPROVAL HEARING

25. The Court will hold a Final Approval Hearing on **Wednesday, April 16, 2025** at **9:00 a.m.**, in Department 11B of the Superior Court of California, County of San Joaquin, located at 180 E Weber Ave., Stockton, CA 95202, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) whether the application by Settlement Class Counsel for an Attorneys’ Fees and Costs Award; (d) whether the application for Settlement Class Representative’s Incentive Award should be approved; (e) whether the release of Released Claims as set forth in the Agreement should be provided; (f) whether the Court should enter the [Proposed] Final Approval Order; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing

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may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

26. No later than 45 days prior to the Final Approval Hearing, Plaintiff shall file her Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Expenses Award and/or Incentive Award. No later than 7 days prior to the Final Approval Hearing, Plaintiff shall file any Reply Brief in Support of her Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Expenses Award and/or Incentive Award, including as needed to respond to any valid and timely objections. If there is no objection to the Settlement and no additional information necessary to submit to the Court, no Reply Brief is necessary or required.

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

Event	Timing
Dameron to send list of Settlement Class Members to Claims Administrator	10 Days after the entry of Preliminary Approval
Notice Program commences	30 days after Claims Administrator receives list of Settlement Class Members
Notice Deadline	30 Days after the entry of Preliminary Approval
Objection Deadline	60 Days after the Notice Deadline
Opt-Out Deadline	60 Days after the Notice Deadline
Motion for Final Approval (including motion for Attorneys' Fees and Expenses Award and Incentive Award)	45 days before the originally scheduled Final Approval Hearing
Claims Period ends	90 Days after Notice Deadline
Final Approval Hearing	May 29, 2025 9:00 AM, Dept 11B

28. All proceedings in the Litigation other than those related to approval of the Settlement are stayed pending entry of the Final Approval Order.

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29. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Approval Order.

IT IS SO ORDERED.

Dated: _____

HON. ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$650K Settlement Resolves Dameron Hospital Data Breach Lawsuit](#)
