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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**10/27/2022** at 12:58:00 PM  
Clerk of the Superior Court  
By E- Filing, Deputy Clerk

5 Attorney for Plaintiff Nadine Ferrer and Class Counsel

6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SAN DIEGO**

9 NADINE FERRER, individually and on behalf of  
all others similarly situated,

10 Plaintiff,

11 vs.

12 SAN DIEGO FAMILY CARE; and DOE  
13 DEFENDANTS 1-100;

14 Defendants.

Case No. 37-2021-00023006-CU-BT-CTL

**NOTICE OF ENTRY OF ORDER**

**“IMAGED FILE”**

Date: July 29, 2022

Time: 9:00 a.m.

Dept.: C-60

Judge: Hon. Matthew C. Braner

Action Filed: May 25, 2021

Trial Date: None

15 **RELATED CASES:**

16 *Dacia Thomas v. San Diego Family Care*  
17 San Diego Superior Court, Case No. 37-2021-  
00026758-CU-BT-CTL

18  
19 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

20 PLEASE TAKE NOTICE that on October 27, 2022, the Court signed and filed the Order Granting  
21 Final Approval of Class Action Settlement; Attorneys’ Fees and Costs and Incentive Awards; and Judgment,  
22 a true and correct copy of which is attached hereto as Exhibit 1.

23 Dated: October 27, 2022

KEEGAN & BAKER, LLP

24 *s/ Patrick N. Keegan*

Patrick N. Keegan, Esq.

25 Attorney for Plaintiff Nadine Ferrer and Class Counsel

1 **PROOF OF SERVICE**

2 I, Stacy Johnson, declare that I am over the age of 18 years and am not a party to the case; I am  
3 employed in the County of San Diego, California; and my business address is 2292 Faraday Avenue, Suite  
4 100, Carlsbad, California 92008. The mailing occurred in Wildomar, California.

5 I caused to be served the following document(s): **NOTICE OF ENTRY OF ORDER** on the  
6 interested parties listed below:

7 Jon P. Kardassakis, Esq.  
8 Jon.Kardassakis@lewisbrisbois.com  
9 LEWIS BRISBOIS BISGAARD & SMITH LLP  
10 633 West 5<sup>th</sup> Street, Suite 4000  
11 Los Angeles, CA 90071  
12 Tel: (213) 250-1800 / Fax: (213) 250-7900

13 Heidi S. Inman, Esq.  
14 Heidi.Inman@lewisbrisbois.com  
15 LEWIS BRISBOIS BISGAARD & SMITH LLP  
16 550 West C Street, Suite 1700  
17 San Diego, CA 92101  
18 Tel: (619) 233-1006 / Fax: (619) 233-8627

19 Attorneys for Defendant SAN DIEGO FAMILY CARE

20 ■ **BY ELECTRONIC FILING AND SERVICE:** By sending electronically a true and correct copy  
21 thereof to One Legal fo filing and service on all counsel of record maintained on their website,  
22 pursuant to Court Order and pursuant to CRC 2.251. The transmission was reported as complete and  
23 without error.

24 ■ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing  
25 is true and correct.

26 Dated: October 27, 2022

27 s/ Stacy Johnson  
28 Stacy Johnson

# **Exhibit 1**

**COPY**  
**FILED**  
Clerk of the Superior Court

OCT 27 2022

By: B. Delgado, Deputy

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17 *Attorneys for Defendant SAN DIEGO FAMILY CARE*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **COUNTY OF SAN DIEGO**

20 NADINE FERRER, individually and on behalf  
of all others similarly situated,

21 Plaintiff,

22 v.

23 SAN DIEGO FAMILY CARE; and DOE  
24 DEFENDANTS 1-100,

25 Defendants.

26 RELATED CASE:  
*Dacia Thomas v. San Diego Family Care*  
27 San Diego Superior Court, Case No. 37-2021-  
00026758-CU-BT-CTL

Case No. 37-2021-00023006-CU-BT-CTL

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT; ATTORNEYS' FEES  
AND COSTS AND INCENTIVE  
AWARDS; AND JUDGMENT**

**"IMAGED FILE"**

Date: July 29, 2022  
Time: 9:00 a.m.  
Dept.: C-60  
Judge: Hon. Matthew C. Braner

Action Filed: May 25, 2021  
Trial Date: None set

1 This matter came before the Court on July 29, 2022, at 9:00 a.m. in Department C-60,  
2 pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of Proposed Class  
3 Action Settlement and Conditional Certification of a Settlement Class (the "Preliminary Approval  
4 Order").

5 Having reviewed and considered the Class Action Settlement Agreement and Release (the  
6 "Settlement" or "Settlement Agreement")<sup>1</sup> between Plaintiff Nadine Ferrer, previously using the  
7 pseudonym Jane Doe, and Plaintiff Dacia Thomas (collectively referred to as "Plaintiffs"), and  
8 Defendant San Diego Family Care ("SDFC" or "Defendant"), Plaintiffs' Motion for Final Approval  
9 of the Class Action Settlement, and Plaintiffs' Motion for Class Counsel's Attorneys' Fees and  
10 Costs and the payment of Incentive Awards to the Class Representatives, and having heard and  
11 considered the oral argument of counsel with respect to the Motions, and **GOOD CAUSE**  
12 **APPEARING**, the Court FINDS as follows:

13 1) **WHEREAS**, Plaintiffs and Defendant executed the Settlement Agreement on or  
14 about January 13, 2022;

15 2) **WHEREAS**, on April 13, 2022, the Court entered the Preliminary Approval Order  
16 that, among other things:

17 a) Preliminarily approved the settlement terms set forth in the Settlement  
18 Agreement as fair, reasonable, adequate, and the product of adequate investigation, hard-fought  
19 litigation, and arm's-length negotiation, falling within the range of possible final approval, and as  
20 meriting submission to the proposed Class set forth in the Settlement Agreement for its  
21 consideration;

22 b) Appointed Patrick N. Keegan of Keegan & Baker, LLP and Rachele R. Byrd  
23 of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel ("Class Counsel");

24 c) Appointed ILYM Group, Inc. ("ILYM") as the Settlement Administrator;

25  
26 <sup>1</sup> Unless otherwise defined herein, all terms have the same meaning as defined in the  
27 Settlement Agreement, which was submitted to the Court as Exhibit 1 to the Declaration of Patrick  
28 N. Keegan filed in support of Plaintiffs' Motion for Preliminary Approval and the Preliminary  
Approval Order.

1           d)       Ordered Defendant to provide to the Settlement Administrator, within five  
2 (5) days of the entry of the Preliminary Approval Order, the mailing list in Excel format that it used  
3 to mail notice of the December 2020 Data Breach Incident, as provided in the Settlement Agreement,  
4 and, to the extent reasonably available, to provide to the Settlement Administrator any other  
5 information necessary to ensure a complete mailing to all Class members;

6           e)       Ordered the Settlement Administrator to mail the Class Notice attached to the  
7 Settlement Agreement in the manner and form approved by this Court within fifteen (15) days of  
8 entry of the Preliminary Approval Order. The Court found the Class Notice described in the  
9 Settlement Agreement as the best notice practicable under the circumstances, constituting due and  
10 sufficient notice to the Class of the proposed Settlement Agreement and the Final Approval Hearing,  
11 and complying fully with the requirements of the California Rules of Court, the California Code of  
12 Civil Procedure, the United States Constitution, and any other applicable law;

13           f)       Set deadlines, as stated in the Class Notice, for Settlement Class Members to  
14 submit Claim Forms, Requests for Exclusion, or objections;

15           g)       Scheduled a Final Approval Hearing to be held before this Court on July 29,  
16 2022, at 9:00 a.m., in Department C-60 of the above-captioned Court;

17           3)       **WHEREAS**, the Class Notice ordered by the Court in its Preliminary Approval  
18 Order has been provided to the proposed Class, as attested to in the Declaration of Nicole Bench of  
19 ILYM Group, Inc., which was filed with the Court on July 7, 2022;

20           4)       **WHEREAS**, Class Counsel has provided the Court with declarations, and oral and  
21 written evidence, explaining to the Court the nature and magnitude of the claims in question, the  
22 defenses to those claims, the nature of the investigation that had been conducted to determine the  
23 number of Settlement Class Members, the information obtained through discovery and independent  
24 research by Class Counsel that may affect the Plaintiffs' claims, the factors that were considered in  
25 formulating the potential recovery for purposes of Settlement Agreement, the basis for structuring  
26 the settlement benefits, and the basis for concluding that the consideration being paid for the release  
27 of those respective claims represents a reasonable compromise;

1           5)       **WHEREAS** on July 29, 2022, a Final Approval Hearing was held regarding whether  
2 the settlement terms set forth in the Settlement Agreement were fair, reasonable, and adequate, and  
3 in the best interests of the Class, such hearing date being a due and appropriate number of days after  
4 dissemination of the Class Notice to the Class and the requisite number of days after such notice;

5           6)       **WHEREAS**, the Court has given considerable weight to the competency and  
6 integrity of Class Counsel and the involvement of a neutral mediator in assuring the Court that the  
7 Settlement Agreement represents an arm's-length transaction entered without self-dealing or other  
8 potential misconduct;

9           7)       **WHEREAS**, the Court has an understanding of the amount that is in controversy  
10 and the realistic range of outcomes of the litigation and is independently satisfied that the  
11 consideration being received for the release of the Class members' claims is reasonable in light of  
12 the strengths and weaknesses of the claims and the risks of the particular litigation, and that the  
13 Settlement Agreement, and the process leading to entry of the agreement, was not collusive.

14           **NOW THEREFORE**, having reviewed and considered the submissions presented with  
15 respect to the terms set forth in the Settlement Agreement and the records in these proceedings,  
16 having heard and considered the evidence presented by the parties and the arguments of counsel,  
17 having determined that the terms set forth in the Settlement Agreement are fair, reasonable,  
18 adequate, and in the best interests of the Class, and **GOOD CAUSE APPEARING HEREFOR**,  
19 **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

20           1)       The Court hereby incorporates by reference all definitions set forth in the Settlement  
21 Agreement, as if those terms were defined herein, except where otherwise defined.

22           2)       This Court has jurisdiction over the subject matter of the above-captioned Actions  
23 and over all Parties to the Actions, including all members of the Class.

24           3)       The form, content, and method of dissemination of the Class Notice given to the  
25 Class was adequate and reasonable, and constituted the best notice practicable under the  
26 circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed  
27 settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings  
28

1 to all Settlement Class Members entitled to such notice, and said notice fully satisfied the  
2 requirements of California Rules of Court, Rule 3.766(e) and (f), and due process.

3 4) Pursuant to this Court's Preliminary Approval Order, for the purposes of settling the  
4 Released Claims against Defendant in accordance with the Settlement Agreement, the Class is  
5 defined as follows for purposes of this Order:

6 All persons to whom San Diego Family Care sent a letter, dated May 7, 2021, entitled  
7 "Notice of Data Breach," regarding a data security incident that occurred in  
8 December 2020.

9 5) Excluded from the Class are those persons identified in Exhibit B, attached to the  
10 Declaration of Nicole Bench submitted by the Settlement Administrator, who submitted timely  
11 and/or approved and valid Requests for Exclusion from the Class and the Settlement Agreement.  
12 These persons who have requested exclusion from the Class and the Settlement Agreement shall  
13 neither share in the distribution of the Settlement Share (*see* Section IV.C of the Settlement  
14 Agreement) nor receive any other benefits set forth of the Settlement Agreement (*see* Sections IV.B-  
15 E of the Settlement Agreement), and shall not be bound by this Order.

16 6) The Class Representatives and Class Counsel fairly and adequately represented the  
17 interests of all Class members in connection with settlement terms set forth in the Settlement  
18 Agreement.

19 7) There were no objections to the terms set forth in the Settlement Agreement, and the  
20 Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests  
21 of the Class, and is hereby approved.

22 8) Upon entry of this Order, compensation to the Class members shall be effectuated  
23 pursuant to the terms of the Settlement Agreement.

24 9) Plaintiffs and Defendant shall consummate the Settlement as provided by the terms  
25 of the Settlement Agreement. The Settlement Agreement, including each and every term and  
26 provision thereof, shall be deemed incorporated herein as if explicitly set forth in this Order and  
27 shall have the full force and effect of an order of this Court, except as may be otherwise explicitly  
28 stated by this Order.



1           10) As provided in the Settlement Agreement (*see* Sections VIII.B. and X.A-D of the  
2 Settlement Agreement), Plaintiffs and Class members who fail to timely make a Request for  
3 Exclusion from the Class and the Settlement Agreement shall be deemed to have released Defendant  
4 and Released Parties from any and all claims or causes of action alleged in the Litigation and/or that  
5 could have been alleged in the Actions, under the laws of any jurisdiction, including federal law,  
6 state law, and common law, whether at law or equity, that reasonably arise out of the same set of  
7 operative facts alleged in the Class Action Complaints filed in the Actions. This release does not  
8 affect the rights of persons who submitted timely and/or approved and valid Requests for Exclusion  
9 from the Class and the Settlement Agreement.

10           11) Upon issuance of this Final Approval Order: (i) the Settlement Agreement shall be  
11 the exclusive remedy for any and all Class members, except those who submitted timely and/or  
12 approved and valid Requests for Exclusion from the Class and the Settlement Agreement; (ii)  
13 Defendant, Released Parties, the Class Representatives (or any of their counsel) shall not be subject  
14 to liability or expense of any kind to any Class member(s) for reasons related to the Actions except  
15 as set forth herein; and (iii) Class members shall be permanently barred from initiating, asserting,  
16 or prosecuting any and all Released Claims against Defendant, Released Parties, the Class  
17 Representatives, or their counsel.

18           12) Having reviewed and considered all motions and arguments raised by Class Counsel  
19 for the Class Representatives' Incentive Awards separate and apart from the other terms of the  
20 Settlement Agreement, and in recognition of the Class Representatives' efforts on behalf of the  
21 Class, the Court hereby approves Plaintiffs' request for the payment of Incentive Awards in the  
22 amount of \$5,000.00 to each Class Representative, in addition to any recovery that Plaintiffs may  
23 receive under the Settlement Agreement as Class members, i.e., an Identity Theft Protection  
24 Package, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and a Settlement  
25 Share.

26           13) Having considered all motions and arguments submitted and raised by Class Counsel  
27 for attorneys' fees and litigation costs and expenses, and having considered any objections thereto,  
28 the Court approves Class Counsel's request for the payment of attorneys' fees and costs to Class

1 Counsel. The Court awards \$221,929.00 in attorney fees (Keegan & Baker \$170,859.00 & Wolf  
2 Haldenstein firm \$51,070.00) and \$8,438.80 in costs (Keegan & Baker \$6,307.15 & Wolf  
3 Haldenstein firm \$2,131.65) for a total sum of \$230,367.80 (the “Class Counsels’ Fees and Expenses  
4 Award”).

5 14) Having considered all motions and arguments submitted and raised by Class Counsel  
6 for the payment of the Settlement Administration Costs, separate and apart from the other terms of  
7 the Settlement Agreement payment of attorneys’ fees, litigation costs and expenses, and having  
8 considered any objections thereto, the Court approves Class Counsel’s request for the payment of  
9 the Settlement Administration Costs of \$150,000.00 (the “Settlement Administration Costs  
10 Award”).

11 15) Having considered all motions and arguments submitted and raised by Class Counsel  
12 for the payment of the value of any uncashed checks made payable to Class members, the Court  
13 approves the proposed *cy pres* recipient, Legal Aid Society of San Diego (LASD), with the directive  
14 that the funds allocated to the *cy pres* recipient be distributed by the Settlement Administrator, as  
15 provided in the Settlement Agreement.

16 16) Defendant is ordered to fund all payments necessary for payment of the Approved  
17 Claims, the costs for Identity Theft Protection Packages, and the Settlement Administration Costs  
18 Award, as calculated by the Settlement Administrator, by providing payment up to the sum of One  
19 Million Dollars (\$1,000,000.00) to the Settlement Administrator, within ten (10) days of the  
20 Effective Date.

21 17) Defendant is ordered to pay the Class Counsels’ Fees and Expenses Award to the  
22 Settlement Administrator, within ten (10) days of the Effective Date.

23 18) This “Judgment” is intended to be a final disposition of the above captioned Actions  
24 in their entirety and is intended to be immediately appealable.

25 19) Notwithstanding the provisions set forth above, this Court shall retain jurisdiction  
26 with respect to all matters related to the administration and consummation of the Settlement  
27 embodied in the Settlement Agreement, and any and all claims, asserted in, arising out of, or related  
28

1 to the subject matter of the Actions, including but not limited to all matters related to the Settlement  
2 and the determination of all controversies relating thereto.

3 20) In the event the Effective Date does not occur, this Judgment shall be rendered null  
4 and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this  
5 Judgment and all orders entered in connection herewith shall be vacated and null and void.

6 21) The Court directs the Clerk to enter Judgment as provided herein.

7 Dated: OCT 27 2022

Matthew C. Braner  
The Honorable Matthew C. Braner  
Judge of the Superior Court

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1 **CALIFORNIA STATE COURT PROOF OF SERVICE**

2 Nadine Ferrer v. San Diego Family Care  
3 Case No. 37-2021-00023006-CU-BT-CTL

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

5 At the time of service, I was over 18 years of age and not a party to this action. My  
6 business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

7 On September 26, 2022, I served true copies of the following document(s): [PROPOSED]  
8 ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;  
9 ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARDS; AND JUDGMENT

10 I served the documents on the following persons at the following addresses (including fax  
11 numbers and e-mail addresses, if applicable):

12 **SEE ATTACHED SERVICE LIST**

13 The documents were served by the following means:

14  (BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an  
15 agreement of the parties to accept service by e-mail or electronic transmission, I caused the  
16 documents to be sent from e-mail address Mitzi.Mendoza@lewisbrisbois.com to the  
17 persons at the e-mail addresses listed above. I did not receive, within a reasonable time  
18 after the transmission, any electronic message or other indication that the transmission was  
19 unsuccessful.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

22 Executed on September 26, 2022, at Los Angeles, California.

23   
24 \_\_\_\_\_  
25 Mitzi Mendoza

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**SERVICE LIST**  
**Nadine Ferrer v. San Diego Family Care**  
**Case No. 37-2021-00023006-CU-BT-CTL**

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Attorneys for Plaintiff and the Proposed Class

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