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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JOHN DOE, on behalf of himself and all others
similarly situated and for the benefit of the general
public,

Plaintiff,

v.

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH, *et al.*

Defendants.

FILED
Superior Court of California
County of Los Angeles
05/19/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**~~[PROPOSED]~~ UPDATED ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT;
CERTIFICATION OF SETTLEMENT
CLASS; AND QUALIFIED PROTECTIVE
ORDER**

1 This matter has been brought before the Court on Plaintiff’s Unopposed Motion for Preliminary
2 Approval of the Settlement between Plaintiff, for himself and on behalf of the Settlement Class, on the
3 one hand, and CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, DR. TOMÁS J. ARAGÓN,
4 Director of the California Department of Public Health (in his official capacity), THRIVE TRIBE
5 FOUNDATION, EVOLVE HEALTHCARE INC., GARY GOLDSTEIN, and GOOD HEALTH INC.
6 d/b/a PREMIER PHARMACY SERVICES (collectively, “Defendants”) on the other (“Motion”), for
7 consideration of, *inter alia*, whether the Settlement reached between the Parties should be preliminarily
8 approved, the proposed Settlement Class preliminarily certified, the Qualified Protective Order
9 permitting CDPH to share the Class List to the Settlement Administrator entered, and the proposed plan
10 for notifying Settlement Class Members approved.¹ The Court having reviewed the submissions of the
11 Parties, and having found that the Parties are entitled to the relief they seek, and for good cause shown,

12 IT IS ORDERED that the Motion is GRANTED, and it is further ORDERED as follows:

13 1. The Court has jurisdiction over the subject matter of the above-captioned litigation and
14 over all Parties to this Settlement, including, without limitation, the Settlement Class as defined below in
15 Paragraph 2, to enter this Order.

16 2. The Court provisionally certifies, for settlement purposes only, the following Settlement
17 Class: All persons to whom the CDPH Mailing was mailed, provided, or sent for delivery, as identified
18 on the Class List.

19 3. The Settlement Agreement submitted with the Motion is preliminarily approved as fair,
20 reasonable, and adequate. The Court finds that Settlement Agreement was arrived at in good faith,
21 following extensive arm’s-length negotiations. The Court finds that the terms of the Settlement
22 Agreement fall within the range of possible approval sufficient to warrant sending notice thereof to the
23 Settlement Class. This finding that the Settlement is reasonable is subject to a final determination to be
24 made after the Final Approval Hearing set forth in Paragraph 7.

25
26
27 ¹ The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined
28 in the Settlement Agreement except as may otherwise be indicated.

1 4. Based upon the submissions of the Parties, for purposes of the Settlement only, the Court
2 finds as to the Settlement Class that: (a) the members of the Settlement Class are so numerous as to make
3 joinder of them impracticable and that the Settlement Class is ascertainable; (b) there are questions of
4 law and fact common to the Settlement Class as to the reasonableness of the Settlement among other
5 common issues in the *Doe Action*, and such questions predominate over any questions affecting only
6 individual members of the Settlement Class; (c) the Plaintiff’s claims and the defenses asserted thereto
7 are typical of the claims of members of the Settlement Class and the defenses asserted thereto; (d) the
8 Plaintiff and Co-Lead Class Counsel have fairly and adequately protected the interests of members of the
9 Settlement Class throughout the *Doe Action*; and (e) a class action is superior to all other available
10 methods for fairly and efficiently resolving the *Doe Action*, considering: (i) the interests of the members
11 of the Settlement Class in individually controlling the prosecution of separate actions; (ii) the extent and
12 nature of the litigation concerning the controversy already commenced by members of the Settlement
13 Class; (iii) the desirability and undesirability of concentrating the litigation of these claims in a particular
14 forum; and (iv) the difficulties likely to be encountered in the management of a class action. The Court
15 has considered the factors set forth in the Local Rules of this Court and has concluded that preliminary
16 approval and notice to the Settlement Class is appropriate and warranted.

17 5. The Court preliminarily approves Plaintiff John Doe as the Class Representative for the
18 Settlement Class.

19 6. The Court preliminarily approves Whatley Kallas, LLP and attorneys for Consumer
20 Watchdog as Co-Lead Class Counsel for the Settlement Class.

21 7. The Final Approval Hearing shall be held before this Court on August 25, 2023, at 9:30
22 a.m. to determine whether (a) the proposed Settlement Class should be finally certified for settlement
23 purposes; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in
24 accordance with the Settlement’s terms; (c) the proposed Final Approval Order and Judgment should be
25 entered; (d) the application of Co-Lead Class Counsel for an award of attorneys’ fees, costs and expenses
26 and service awards to the Class Representative should be approved; and (e) any other matters the Court
27 deems necessary and appropriate will also be addressed at the hearing (the “Final Approval Hearing”).
28

1 8. Co-Lead Class Counsel shall submit their motion for entry of the Final Approval Order
2 and motion for attorneys' fees, reasonable costs and expenses and service award to the Class
3 Representative no later than thirty (30) calendar days before the Final Approval Hearing.

4 9. Any Settlement Class Member that has not timely and properly excluded themselves from
5 the Settlement Class in the manner described below may appear at the Final Approval Hearing in person
6 or by counsel and be heard regarding the proposed Settlement; provided, however, that no Settlement
7 Class Member that has elected to exclude themselves from the Settlement Class shall be entitled to object
8 to the Settlement. Any person included within the Settlement Class who wishes to be excluded from
9 membership in the Settlement Class must submit a written request for exclusion to the Settlement
10 Administrator stating "I wish to exclude myself from the Settlement Class in *John Doe v. California*
11 *Department of Health, et al.*, Los Angeles County Superior Court Case No. 20STCV32364" (or
12 substantially similar clear and unambiguous language), no later than forty-five (45) calendar days after
13 the date the Notice of Settlement is mailed to Settlement Class Members by the Settlement Administrator
14 (the "Opt Out Deadline"). For any Settlement Class Member whose Notice of Settlement is re-mailed as
15 provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, the
16 Settlement Class Member's written request to exclude themselves ("opt out") must be postmarked no
17 later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the
18 Settlement Administrator and must contain the same language set forth above. The list of the persons
19 who submit timely and valid opt outs will be maintained by the Settlement Administrator until the terms
20 of the Settlement have been effectuated, and thereafter retained by CDPH. The Settlement Administrator
21 may share information relating to an opt out request with CDPH solely to determine if they are a
22 Settlement Class Member. If a subsequent action or proceeding is initiated against a Released Party
23 concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with
24 that Released Party to determine whether the claimant or plaintiff in the subsequent action or proceeding
25 submitted a timely and valid opt out request to be excluded from the Settlement Class. Request for
26 exclusion cannot be made on a group or class-wide basis.

27 10. The Notice of Settlement shall inform Settlement Class Members that by submitting a
28 request for exclusion, if they then initiate a subsequent action or proceeding against a Released Party

1 concerning the Incident or matters alleged in the Amended Complaint, then CDPH will cooperate with
2 that Released Party to determine whether they submitted a timely and valid opt out request to be excluded
3 from the Settlement Class.

4 11. The written request for exclusion need only submit the unique identifier provided in the
5 Notice of Settlement assigned to that individual in order to protect their privacy. Requests for exclusion
6 cannot be made on a group or class basis. The written request for exclusion must be sent only to the
7 Settlement Administrator at the address set forth in the Notice of Settlement.

8 12. No later than fourteen (14) calendar days prior to the Final Approval Hearing, the
9 Settlement Administrator may file with the Court in the public docket a list of Settlement Class Members,
10 identified only with their unique claim identification numbers, who timely and validly requested
11 exclusion from the Settlement Class so long as no other information about the Settlement Class Member
12 (such as Protected Health Information or Confidential HIV-related Information) is disclosed.

13 13. All Settlement Class Members who submit valid and timely notices of their request to be
14 excluded from the Settlement Class shall not receive any benefits of or be bound by the terms of the
15 Settlement. Any request for exclusion that fails to satisfy the requirements of this Order or that is not
16 properly and timely submitted as provided in the Settlement, Notice of Settlement, and/or this Order,
17 shall be ineffective and void absent further Court order. Such member of the Settlement Class shall be
18 deemed to have waived all rights to request for exclusion from the Settlement Class and shall be deemed
19 a Settlement Class Member for all purposes pursuant to this Order. All Settlement Class Members who
20 do not timely and properly request exclusion from the Settlement Class will in all respects be bound by
21 all terms of this Settlement Agreement, the Final Approval Order, and any related orders, if entered.

22 14. Settlement Class Members who submit a request for exclusion can revoke or withdraw
23 their request for exclusion by submitting a written request to the Settlement Administrator at the address
24 in the Notice of Settlement stating their desire to revoke their request for exclusion, so long as the
25 revocation request is received no later than three (3) calendar days prior to the Final Approval Hearing.
26 In the event any such withdrawals are received, Co-Lead Class Counsel and/or counsel for Defendants
27 will take appropriate steps to update the Court as necessary.

1 15. Any Settlement Class Member who does not submit a written request for exclusion may
2 submit a written objection to the Settlement Administrator explaining why they believe that the
3 Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. A
4 Settlement Class Member who has not opted out and who wishes to object to any aspect of the Settlement
5 must submit to the Settlement Administrator a written statement of the objection postmarked no later
6 than forty-five (45) calendar days after the date the Notice of Settlement is mailed to Settlement Class
7 Members (the “Objection Deadline”). For any Settlement Class Member whose Notice of Settlement is
8 re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement
9 Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar
10 days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement
11 Administrator.

12 16. The written objection must include (i) the unique identifier sent with the Notice of
13 Settlement in order to maintain the confidentiality of the objector; (ii) a detailed statement of all of the
14 objector’s objection(s); (iii) the specific reasons for each objection, including any evidence, legal
15 authority, supporting papers, materials, and briefs the objector contends support the objection and wishes
16 to bring to the Court’s attention; (iv) the name and contact information for all counsel representing the
17 objector; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of
18 the objection; and (vi) a list, by case name, court, and docket number, of all other cases in which the
19 objector (directly or through counsel) has filed an objection to any proposed class action settlement within
20 the last three (3) years.

21 17. The Settlement Administrator shall promptly notify Co-Lead Class Counsel and Counsel
22 for Defendants of any objections received and whether the objector matches the name of a Settlement
23 Class Member. The Settlement Administrator shall promptly provide copies of any objections to Co-
24 Lead Class Counsel and Counsel for Defendants, with all personally identifying information redacted.
25 Notwithstanding the foregoing, the Settlement Administrator is authorized to disclose to Co-Lead Class
26 Counsel and Counsel for Defendants the name and potentially other identifying information of any
27 objector to the extent that Co-Lead Class Counsel and Counsel for Defendants jointly agree that this
28 information is necessary to adequately respond to the objection.

1 18. The Settlement Administrator shall cause the objections to be filed with the Court in the
2 public docket but only with the unique identification numbers of the Settlement Class Members no later
3 than ten (10) calendar days prior to the Final Approval Hearing or at such other time as ordered by the
4 Court.

5 19. No later than five (5) calendar days prior to the Final Approval Hearing or at such other
6 time as ordered by the Court, Plaintiff shall file a reply in Support of the Motion for Final Approval of
7 Class Action Settlement and/or responses to any filings by objectors to address any valid and timely
8 objections.

9 20. Settlement Class Members (or counsel representing them, if any) may attend the Final
10 Approval Hearing.

11 21. Any Settlement Class Member that does not properly and timely submit an objection to
12 the Settlement in accordance with the provisions of this Order will be considered to have waived any
13 such objection, shall be foreclosed from seeking any review of the Settlement or its terms by appeal or
14 otherwise, and shall be bound by the Settlement, Final Approval Order, and any related orders, including
15 without limitation any and all releases in the Settlement, Final Approval Order, and/or related orders.

16 22. The Court finds that the manner and content of the Notice of Settlement specified in the
17 Settlement Agreement and as described in the Motion and in the form submitted to the Court will provide
18 the best notice practicable to the Settlement Class Members under the circumstances to apprise members
19 of the Settlement Class of the pendency of the *Doe Action*, the terms of the Settlement, and their rights
20 under the Settlement, including without limitation their rights to participate in, object to, or exclude
21 themselves from the Settlement. The Court further finds that the Notice of Settlement and Supplemental
22 Notice are reasonable, constitutes due, adequate and sufficient notice to all persons entitled to receive
23 notice, and meet the requirements of due process, and all other legal requirements. The Court hereby
24 directs that notice be given pursuant to the terms set forth in the Settlement Agreement and in accordance
25 with the plan for providing notice submitted in connection with the Motion, provided that the Parties, by
26 agreement, may revise the Notice of Settlement or Supplemental Notice in ways that are not material, or
27 in ways that are appropriate to update those documents for purposes of accuracy.

1 23. If the Settlement is finally approved, the Court shall enter a Final Judgment and Final
2 Approval Order substantially in the form of Exhibits C and D to the Settlement Agreement. Such order
3 and judgment shall be fully binding with respect to the Plaintiffs, all Settlement Class Members, and the
4 Released Parties.

5 24. If the Settlement is not finally approved by the Court or is terminated in accordance with
6 the terms of the Settlement, the Settlement shall automatically become null and void and be of no further
7 force and effect and shall be without prejudice to the rights of the Parties, all of which shall be restored
8 to their respective positions existing immediately before this Court entered this Order, and neither the
9 Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating
10 to the Settlement shall be used or referred to for any purpose whatsoever; provided, however, that the
11 Qualified Protective Order shall remain in effect, and the Parties shall take all necessary and appropriate
12 steps to maintain the confidentiality of Plaintiff's and Class Members' Protected Health Information and
13 Confidential HIV-related Information.

14 25. If the Settlement is not finally approved or is terminated in accordance with its terms,
15 then this Order shall not be construed or used as an admission, concession, or declaration by or against
16 Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission,
17 concession, or declaration by or against the Class Representative or any Settlement Class Member that
18 their claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not
19 constitute a waiver by any Party of any defense (including without limitation any defense to class
20 certification) or claims it may have in the *Doe Action* or in any other lawsuit or proceeding.

21 26. Pending final determination of whether the settlement embodied in the Settlement
22 Agreement is to be finally approved, the *Doe Action* and/or any other related proceedings are stayed. In
23 addition, during this period, all Settlement Class Members are enjoined from, either directly,
24 representatively, derivatively, or in any other capacity, filing, commencing, prosecuting, intervening in,
25 participating in and/or maintaining, as plaintiffs, claimants, or class members in any other lawsuit, in any
26 jurisdiction (whether state, federal or otherwise), against the Released Parties arising out of the facts
27 described in the CDPH Notice and the Amended Complaint, except that any individuals may opt out of
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1 the Settlement pursuant to the terms of this Order and proceed on an individual basis with their own
2 individual litigation.

3 27. For purposes of avoidance of doubt as to the deadlines set forth in this Order, the
4 Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending
5 the Final Approval Hearing.

6 28. Deadlines arising under the Settlement and this Order include but are not limited to the
7 following:

- 8 A. Mailing of Notice of Settlement: June 16, 2023
- 9 B. Settlement Administrator to provide Court with Declaration confirming notice was
10 provided in accordance with terms of Settlement Agreement: June 23, 2023.
- 11 C. Deadline to Opt Out: August 1, 2023
- 12 D. Deadline to Object: August 1, 2023.
- 13 E. Filing of Motion for Final Approval of Settlement, approval of attorneys' fees, reasonable
14 costs and expenses, and Class Representative Payment: July 24, 2023.
- 15 F. Replies in Support of Final Approval Motion and Fee Motion/Responses to Objections:
16 August 22, 2023.
- 17 G. Final Approval Hearing: August 25, 2023, ~~at 10:00 AM~~

18 29. The Court hereby appoints JND Legal Administration as the "Settlement Administrator"
19 to perform all responsibilities assigned to the Settlement Administrator in the Settlement Agreement. The
20 qualifications and experience of the Settlement Administrator are reflected in Exhibit G to the Settlement
21 Agreement, which is the Declaration of Jennifer Keough. The Settlement Administrator is hereby
22 directed to carry out and fulfill its obligations as set forth in the Settlement Agreement and Exhibit H of
23 the Settlement Agreement, the requirements of this Order and any subsequent order of the Court, and all
24 other provisions concerning the protection of PHI and Confidential HIV-related Information.

25 30. The Settlement Administrator will prepare and submit to Co-Lead Class Counsel and
26 Counsel for Defendants a declaration confirming that notice was provided to the Settlement Class in
27 accordance with the Settlement within seven (7) calendar days of a request therefor, and upon request a
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1 declaration additionally confirming that any protected information to which it has access has been
2 handled in accordance with the terms of this Order.

3 31. The Court finds that the Class List may include PHI, as that term is defined in 45 C.F.R.
4 § 160.103, or Confidential HIV-related Information that is protected by the Health Insurance Portability
5 and Accountability Act of 1996 (“HIPAA”) Privacy Rule, *see* 45 C.F.R. Parts 160 and 164, or applicable
6 state laws, including relevant provisions of the Information Practices Act of 1977, the AIDS Public
7 Health Records Confidentiality Act, and the Confidentiality of Medical Information Act. This Order
8 provides the requisite satisfactory assurances that HIPAA and these state laws require before the
9 disclosure of PHI or Confidential HIV-related Information.

10 32. The Court finds by clear and convincing evidence that Plaintiff has demonstrated a
11 compelling need that cannot be accommodated by other means for CDPH to disclose the Class List to
12 the Settlement Administrator for purposes of effectuating the notice and administration provisions of the
13 Settlement, which is directly connected to administration of the AIDS Drug Assistance Program. In
14 assessing this compelling need, the Court has weighed the need for disclosure against the privacy right
15 of the individuals whose PHI or Confidential HIV-related Information may be contained in the Class List
16 against any disservice to the public interest that might result from the disclosure, such as discrimination
17 against the individual or the deterrence of others from being tested for HIV or AIDS. This Order provides
18 the requisite satisfactory assurances for the protection of PHI under HIPAA. *See* 45 C.F.R. §
19 164.512(e)(1). The Settlement Administrator and each of its employees, agents and/or others accessing
20 information through the Settlement Administrator in this case, shall agree in writing to be bound by this
21 Order, including the Qualified Protective Order herein, and shall execute Exhibit A hereto.

22 33. The Court therefore Orders that CDPH is hereby authorized to provide the Settlement
23 Administrator the Class List for purposes of providing notice of the Settlement and administering the
24 Settlement within ten (10) calendar days following both (a) the entry and docketing of this Order and (b)
25 CDPH’s receipt of the Settlement Administrator’s agreement in writing in the form of Exhibit A to this
26 Order to be bound by this Order and the Qualified Protective Order herein.

27 34. In accordance with the HIPAA Privacy Rule, 45 C.F.R. § 164.512(e)(1)(v)(A) and Health
28 and Safety Code §§ 120970(i) and 121025, this Order specifically prohibits the Settlement Administrator

1 from using or disclosing any information in the Class List, including but not limited to the PHI or
2 Confidential HIV-related Information, for any purpose other than to carry out its duties and obligations
3 set forth in the Settlement Agreement. Also, in accordance with the HIPAA Privacy Rule, 45 C.F.R.
4 § 164.512(e)(1)(v)(B), and California law, once the Settlement Administrator’s obligations under the
5 Settlement have been fully completed, the Settlement Administrator shall destroy its copy of the Class
6 List, PHI, or Confidential HIV-related Information disclosed under this Order, using the appropriate
7 guidelines for the media type as described in the prevailing “National Institute of Standards and
8 Technology – Special Publication 800-88 – Media Sanitization Decision Matrix.” The list of the persons
9 who submit timely and valid opt outs or objections will be maintained by the Settlement Administrator
10 until the terms of the settlement have been effectuated, and thereafter retained by CDPH. The Settlement
11 Administrator may share information relating to an opt out request or objection with CDPH to determine
12 if they are a Settlement Class Member. In addition, the Settlement Administrator may provide a list to
13 CDPH, Premier, Evolve and Goldstein of those Settlement Class Members who returned the executed
14 Supplemental Notice (and authorization) for the sole purpose of deleting (or rendering inactive and
15 ultimately deleting the data in regard to Premier Pharmacy) those Settlement Class Members’ information
16 from the relevant defendant’s computer or email systems, as applicable. Evolve and Goldstein shall
17 process those deletions promptly. Premier Pharmacy is required to retain certain data pursuant to state
18 law, federal law, and provider contracts. If state law, federal law, or a provider contract prohibits Premier
19 from immediately deleting the Class Members’ data, then Premier will (1) render that Class Members’
20 data inactive in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH (or as directed by
21 the Court if agreement cannot be reached), and (2) not use, sell, convey or transfer that data in any way
22 except as required by state law, federal law, or provider contract. Premier Pharmacy shall delete all data
23 pertaining to the Settlement Class Members that executed a Supplemental Notice following the first date
24 when such deletion would not violate any applicable state law, federal law, or provider contract.

25 35. At no time shall the Settlement Administrator share the Class List or any information
26 contained in the Class List, or any PHI, any Confidential HIV-related Information, with the Court, the
27 Parties, Co-Lead Class Counsel, Counsel for Defendants other than CDPH, or any other person or entity,
28 without an HIV-specific authorization form that is signed by the Settlement Class Member whose

1 information is to be disclosed (or by someone with legal authorization to sign on their behalf), except
2 that the Settlement Administrator shall comply with any federal and state tax laws and required reporting
3 and withholding with respect to this Settlement. The Supplemental Notice, attached as Ex. N to the
4 Settlement Agreement, is such an HIV-specific authorization form. The Settlement Administrator shall
5 retain a list of all persons with access to the Class List, PHI, and/or Confidential HIV-related Information,
6 and shall set up its systems in a manner that only persons with a need to access such information will be
7 able to do so and their access will be terminated when not needed.

8 36. The Settlement Administrator shall develop a unique number identifier system so that it
9 can communicate with and about Settlement Class Members without including or identifying any PHI or
10 Confidential HIV-related Information or identifying names, addresses or other identifying information
11 belonging to any Settlement Class Member. The unique identifier system shall be reviewed and approved
12 by the Parties. All Parties and their counsel shall cooperate in good faith to respect the privacy and
13 confidentiality of all Settlement Class Members' PHI, Confidential HIV-related Information, and
14 personally identifying information.

15 37. The Class List delivered by CDPH to the Settlement Administrator pursuant to the
16 Settlement Agreement and as ordered by the Court, and any other information submitted by any
17 Settlement Class Members to the Settlement Administrator, will be recorded by the Settlement
18 Administrator in a computerized database that will be securely and confidentially maintained by the
19 Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws,
20 regulations and guidelines, including, without limitation, any laws concerning heightened privacy for
21 Confidential HIV-related Information. Backups of this data may be maintained solely for purposes of
22 administering the Settlement so long as the backup is securely and confidentially maintained by the
23 Settlement Administrator in accordance with HIPAA and all other applicable federal, state and local laws,
24 regulations and guidelines, including, without limitation, any laws concerning heightened privacy for
25 Confidential HIV-related Information. The Settlement Administrator must: (a) designate specifically-
26 assigned employees to handle its administration of this Settlement, who shall be trained concerning their
27 legal duties and obligations arising out of this Settlement with respect to the information that they are
28 provided; (b) review the notices to be mailed to Settlement Class Members in the form they will actually

1 be mailed to verify no PHI or Confidential HIV-related Information (or other sensitive information) is
2 visible from the outside of the mailing without opening it; (c) ensure that all of the information it receives
3 is used properly in accordance with HIPAA and all other applicable federal, state and local laws and
4 solely for the purpose of administering this Settlement; and (d) ensure that an orderly system of data
5 management and maintenance is adopted and implemented. The Settlement Administrator will keep the
6 database (and any backup) in a form that grants access for purposes of administering this Settlement only,
7 and shall restrict access rights only to the least possible number of employees of the Settlement
8 Administrator who are working directly on the administration of this Settlement (until destroyed pursuant
9 to Paragraph 34 above). The Settlement Administrator shall notify the Court, Co-Lead Class Counsel,
10 and counsel for Defendants in writing if there is any breach of applicable privacy laws in any respect in
11 accordance with the timing requirements set forth in HIPAA and any applicable California law.

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13 DATED: 05/19/2023 ~~2023~~




14 
15 HON. LAWRENCE P. RIFF
16 Lawrence P. Riff / Judge
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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JOHN DOE, on behalf of himself and all others
similarly situated and for the benefit of the general
public,

Plaintiff,

v.

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH, *et al.*

Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**ACKNOWLEDGMENT OF
UNDERSTANDING AND AGREEMENT
TO BE BOUND**

The undersigned hereby acknowledges that he or she has read the Order dated _____, in the above captioned action, understands the terms thereof, and agrees to be bound by the Order and all of its terms. The undersigned submits to the jurisdiction of the Superior Court of the State of California, County of Los Angeles in matters relating to the Order and understands that the terms of said Order obligate him/her to use PHI and/or Confidential HIV-related Information solely for the purposes of administering the settlement in the above-captioned action, which is directly connected to administration of the AIDS Drug Assistance Program or the Office of AIDS Health Insurance Premium Payment Program, and not to disclose any such confidential information to any other person, firm, or concern, except as expressly authorized in the Order.

The undersigned acknowledges that violation of the Order may result in penalties for contempt of court.

Name: _____
Job Title: _____
Employer: _____
Business Address: _____

Date: _____

Signature

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PROOF OF SERVICE
State of California, County of Los Angeles

I am employed in the City and County of Los Angeles in the State of California. I am over the age of 18 years and not a party to the within action. My business address is 6330 San Vicente Boulevard, Suite #250, Los Angeles, California 90048, and I am employed in the city and county where this service is occurring.

On May 16, 2023, I caused service of true and correct copies of the documents entitled
[PROPOSED] UPDATED ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT; CERTIFICATION OF SETTLEMENT CLASS; AND QUALIFIED PROTECTIVE ORDER

upon the persons named in the attached service list, in the following manner:

SEE ATTACHED LIST

(BY EMAIL OR ELECTRONIC SERVICE) Per the Court's Order dated October 22, 2020 authorizing electronic service, I caused the above-entitled document to be served through Case Anywhere addressed to all parties appearing on the Case Anywhere electronic service list for the above-entitled case.

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

Executed on May 16, 2023, at Los Angeles, California.


Kaitlyn Gentile

Service List

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DEPARTMENT OF JUSTICE

*Attorneys for Defendants California Department
of Public Health and Sandra Shewry*

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