

PLAINTIFF/PETITIONER: ELLEN PACE, ET AL.
 DEFENDANT/RESPONDENT: OMNI FAMILY HEALTH,

CASE NUMBER:
 BCV25102861

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:
 SEE ATTACHED PROOF OF SERVICE

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

SEE ATTACHED PROOF OF SERVICE

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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Settlement Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN**

ELLEN PACE, ANGELA MIRANDA,
NADINE KELLEY, COREY SWEETEN,
JASMIN REFUGIO, LAURIE JOHNSON,
NAOMI GAXIOLA, BRIAN CIHAL,
DANIEL AARON, KAREN BLOOM,
AMY ROBISON, MELANIE GRAY, ELIZA
REID, LOIS SNELSON, SANDRA
BOWERS, AQUELIA WALKER, TAMMY
BILLINGTON, DAWN RANJEL, SCOTT
STEVENSON, AND DERAY MITCHELL,
individually and on behalf of his minor
children J. M. and A.M., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

OMNI FAMILY HEALTH,

Defendant.

Case No. BCV-25-102861

**~~PROPOSED~~ JUDGMENT ON CLASS
ACTION SETTLEMENT**

Date: February 26, 2026

Time: 8:30 a.m.

Dept.: Division H

Action Filed: July 31, 2025

1 The Court, having granted final approval of the parties' proposed class action settlement
2 ("Settlement" Agreement") as set forth in the order granting Plaintiffs' motion for final approval
3 and for award of attorneys' fees, costs, and service awards to named plaintiffs in the above-
4 entitled action ("Approval Order") hereby takes the following further action:

- 5 1. The Court hereby enters judgment in this matter consistent with the terms of the
6 Settlement Agreement and the Approval Order (the "Judgment")
- 7 2. Excluded from the Judgment are all two (2) class members who have submitted
8 requests to be excluded from the Settlement Agreement and Judgment, listed by
9 name on Exhibit A attached hereto.
- 10 3. The Court retains jurisdiction over the parties to enforce the Settlement Agreement
11 and this Judgment pursuant to Civ. Pro. Code § 664.6 and Cal. Rules of Court, Rule
12 3.769(h).

13
14 **IT IS SO ORDERED.**

15
16 DATED: **February 26, 2026**

17 
18 HON. BERNARD C. BARMANN, JR.
19 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

The following persons are excluded from the Judgment based on their request to be excluded from the Settlement Agreement and Judgment in this action:

1. Noe Mendoza
2. Leoung Woo

FILED
Superior Court of California,
County of Kern
By: Mckie Fogerson
Deputy Clerk
02/26/2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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STEVENSON, AND DERAY MITCHELL,
individually and on behalf of his minor
children J. M. and A.M., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

OMNI FAMILY HEALTH,

Defendant.

Case No. BCV-25-102861

~~PROPOSED~~ **ORDER GRANTING
MOTION FOR FINAL APPROVAL
AND FOR AWARD OF ATTORNEYS'
FEES, COSTS, AND SERVICE
AWARDS TO NAMED PLAINTIFFS**

Date: February 26, 2026

Time: 8:30 a.m.

Dept.: Division H

Action Filed: July 31, 2025

1 The motion by plaintiffs Ellen Pace, Angela Miranda, Nadine Kelley, Corey Sweeten,
2 Jasmin Refugio, Laurie Johnson, Naomi Gaxiola, Brian Cihal, Daniel Aaron, Karen Bloom, Amy
3 Robison, Melanie Gray, Eliza Reid, Lois Snelson, Sandra Bowers, Aquelia Walker, Tammy
4 Billington, Dawn Ranjel, Scott Stevenson, and DeRay Mitchell, individually and on behalf of
5 his minor children J.M. and A.M. (collectively, "Plaintiffs") for final approval of the parties'
6 proposed class action settlement agreement (the "Settlement Agreement") and for an award of
7 attorneys' fees, costs, and service awards to the named Plaintiffs came on for hearing before this
8 Court on February 26, 2026, at 8:30 a.m. The Court, having reviewed the Settlement Agreement,
9 the motions for final approval as well as the motion for attorneys' fees, costs, and service awards
10 to the named Plaintiffs, and, good cause appearing, hereby GRANTS the motion and ORDERS
11 as follows:

12 1. This Final Approval Order incorporates the Settlement Agreement, and the terms
13 used herein shall have the meanings and/or definitions given to them in the Settlement Agreement,
14 as submitted to the Court with the motion.

15 2. The Court finds that it has jurisdiction over this action and each of the parties for
16 purposes of settlement and asserts jurisdiction over the named plaintiffs, class members, and
17 defendant for purposes of considering and effectuating the Settlement Agreement. The Court also
18 finds that each member of the proposed settlement class has standing to seek relief.

19 3. Defendant does not oppose the Court's entry of the Proposed Final Approval Order
20 or Class Counsel's request for fees, costs, and expenses.

21 4. No class members have objected to the Settlement Agreement. Two class members
22 have requested to be excluded from the Settlement Agreement and shall accordingly be excluded from
23 the judgment entered in this action.

24 5. This Court has considered all of the presentations and submissions related to the
25 motions and having presided over and managed this action, is familiar with the facts, contentions,
26 claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of
27 all relevant facts.

6. For purposes of the settlement and this order, the Court confirms as final the certification of a settlement class defined as: “All U.S. residents whose Personal Information was potentially compromised as a result of the Data Incident which Defendant became aware of on or about August 7, 2024.” (the “Settlement Class”). *See* Settlement Agreement § 1.49 Excluded from the Settlement Class are: (1) the judge presiding over the Litigation and the Judge’s direct family members, and court personnel working on this matter and their direct family members, (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or Defendant’s parent companies have a controlling interest and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Settlement Agreement § 1.49.

7. The Court finds that the named Plaintiffs have fairly and adequately represented the interests of the Settlement Class in enforcing their rights in the action and confirms as final their appointment as the class representatives.

8. The Court confirms as final the appointment as Class Counsel of the law firms Girard Sharp, LLP, and Emery Reddy, PC.

9. The Court finds that Angeion Group has abided by the terms and conditions of the Settlement Agreement that pertain to the Clams Administrator and has provided appropriate notice to all members of the Settlement Class.

10. Pursuant to the Settlement Agreement, Angeion Group shall be paid \$375,000 from the Settlement Fund. Class Counsel may apply to this Court, following distribution of Settlement Funds to the Settlement Class, for any residual funds to be used to compensate Angeion for any additional reasonably incurred costs of Settlement Administration.

11. Pursuant to Cal. R. Court. 3.769(g), the Court finds that the settlement is fair, reasonable, adequate and equitable to all members of the Settlement Class.

12. The Court hereby finds that the Settlement Agreement is a reasonable and appropriate compromise value pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30.

13. The Court hereby finds that Plaintiffs' Counsel's requests for fees and costs in the aggregate amounts of \$2,166,450 in attorneys' fees and \$73,497.62 in costs is fair and reasonable, both as a percentage of the relief obtained and based on a lodestar-multiplier analysis. Plaintiffs obtained a settlement in the total amount of \$6,500,000, in addition to obtaining various cybersecurity enhancement measures by Defendant. The requested \$2,166,450 in fees constitutes 33.33% of the relief obtained. Collectively, counsel incurred an aggregate of 1,537.79 attorney hours in this case, equating to a base lodestar of \$1,166,680.30. The Court finds the multiplier on counsel's lodestar of 1.856 to be fair and reasonable. Accordingly, the Court hereby approves an award of \$2,166,450 in attorneys' fees and \$73,497.62 in costs.

14. The Court hereby finds that the requested incentive award to each of the named plaintiffs and class representatives in the amount of \$1,500 (20 x \$1,500 = \$30,000 total) is reasonable and hereby awards this amount to each named plaintiff and class representative.

15. For these reasons, the Court grants final approval of the Settlement Agreement. The parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

16. Upon the effective date, the class members shall have, by operation of this order, fully, finally and forever released, relinquished, and discharged the released parties from all released claims pursuant to the settlement agreement, excluding those who have requested to opt out.

17. Settlement Class members are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly or in any other capacity, any released claim against any of the released parties.

18. This order, the Settlement Agreement, the settlement which it reflects, and any and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as or used as, an admission by or against Defendant or any other released party of any fault, wrongdoing, or liability on their part, or of the validity of any released claim or of the existence or amount of damages.

1 19. Without affecting the finality of this final approval order or the judgment to be entered
2 concurrently for purposes of appeal, the Court retains jurisdiction as to all matters related to the
3 administration, consummation, enforcement, and interpretation of the Settlement Agreement and this
4 Final Approval Order and accompanying judgment, and for any other necessary purpose.

5 **IT IS SO ORDERED.**

6
7 DATED: **February 26, 2026**


HON. BERNARD C. BARMANN, JR.
JUDGE OF THE SUPERIOR COURT

3 **PROOF OF SERVICE**
4 **[CCP §1013 et seq.]**

5 The undersigned declares:

6 I am employed in the County of Sacramento, State of California. I am over the age of 18
7 years and not a party to the within action; I am employed by Emery Reddy, PC, 600 Stewart Street,
8 Ste 1100, Seattle WA 98101.

9 On the date set forth below, I served the foregoing document(s) described as:

10 **NOTICE OF ENTRY OF JUDGMENT AND 2/26/26 ORDER**

- 11 ☐ **by mail** on the following party(ies) in said action, in accordance with Code of Civil
12 Procedure § 1013(a), by placing a true copy thereof enclosed in a sealed envelope in a
13 designated area for outgoing mail, addressed as set forth below. Mail placed in that
14 designated area is given the correct amount of postage and is deposited that same day, in the
15 ordinary course of business, in a United States mailbox in the City of Sacramento,
16 California;
- 17 ☐ **by personally delivering** a true copy thereof, in accordance with Code of Civil Procedure
18 § 1011, to the person(s) and at the address(es) set forth below;
- 19 ☐ **by overnight delivery** on the following party(ies) in said action, in accordance with Code of
20 Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with
21 delivery fees paid or provided for, and delivering that envelope to an overnight express
22 service carrier as defined in Code of Civil Procedure § 1013(c);
- 23 ☒ **by electronic transmission** in accordance with Code of Civil Procedure § 1010.6, to the
24 following party(ies) at the email address(es) indicated. The transmitting email address is
25 listed in the signature block below;
- 26 ☐ **by transmitting via Case Anywhere** electronic transmission the document(s) listed above
27 to the addressees listed below at the email addresses indicated:

28 addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed
below:

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11	Liberato Verderame	
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13 14 15 16	Brett R. Cohen (SBN 337543) LEEDS BROWN LAW, P.C. One Old Country Road, Suite 347 Carle Place, NY 11514-1851 Tel: (516) 873-9550 <i>bcohen@leedsbrownlaw.com</i>	Counsel for Plaintiffs
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20 21 22 23	Jeffrey S. Goldenberg* GOLDENBERG SCHNEIDER, LPA 4445 Lake Forest Drive, Suite 490 Cincinnati, OH 45242 Tel: (513) 345-8291 <i>jgoldenberg@gs-legal.com</i>	Counsel for Plaintiffs
24 25 26 27	Melissa G. Meyer* LEVI & KORSINSKY, LLP 33 Whitehall Street, 17 th Floor New York, NY 10004 Tel: (212) 363-7500 Fax: (212) 363-7171 <i>mmeyer@zlk.com</i>	Counsel for Plaintiffs
28	Tambry L. Bradford (SBN 223282) TROUTMAN PEPPER LOCKE LLP Two California Plaza 350 South Grand Avenue, Suite 3400	Counsel for Defendant

1 Los Angeles, CA 90071 2 Tel: 213.928.9800 3 Fax: 213.928.9850 4 <i>tambry.bradford@troutman.com</i>	
5 Ronald I. Raether, Jr. (SBN 303118) 6 TROUTMAN PEPPER LOCKE LLP 7 100 Spectrum Center Drive, Suite 1500 Irvine, CA 92618 Tel: 949.622.2722 Fax: 949.622.2739 <i>ron.raether@troutman.com</i>	Counsel for Defendant

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed on March 9, 2026 at Sacramento, California.

10
11 
12 _____
13 MARA PONCE
14 (*mara@emeryreddy.com*)
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