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FILED
Clerk of the Superior Court
NOV 6 2026
By: J. Virissimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CLARISSA CASTRO, AMBER FRIEDRICH, DUNCAN MEADOWS, JOHN SOUTH, and NYREE ZAPATA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ARCH HEALTH PARTNERS, INC. D/B/A PALOMAR HEALTH MEDICAL GROUP,

Defendant.

Case No. 37-2024-00024339-CU-NP-CTL

~~[PROPOSED]~~ **FINAL APPROVAL ORDER AND JUDGMENT**

On November 6, 2026, this Court heard Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. No objector appeared at the hearing. The Court granted Plaintiffs' Motion for Preliminary Approval and conditionally certified the Settlement Class on July 17, 2026, and now finds due and adequate Notice was given to the Settlement Class. The Court, having considered the Settlement Agreement ("Agreement" or "Settlement") entered into between Plaintiffs and Defendant Arch Health Partners, Inc. d/b/a Palomar Health Medical Group ("Defendant"), all papers filed and proceedings had herein, all oral and written comments regarding the Settlement, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. Except for the Settlement Class Members identified in Exhibit A hereto, all Settlement Class Members and all Released Claims are covered by and included within the Settlement and this Final Approval Order.

3. The Settlement Class is defined as:

All individuals whose Private Information was accessed, acquired, disclosed, or compromised in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including members of the Settlement Class; (4) any individual who timely and validly requested exclusion and is included on Exhibit A hereto.

4. The Court finds the Settlement Class is properly certified as a class for settlement purposes under California Code of Civil Procedure § 382 in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members is a single proceeding is impractical; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately represent the interests of each Settlement Class Member (and will continue to do so); and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court finally appoints Plaintiffs Clarissa Castro, Amber Friedrich, Duncan Meadows, John South, and Nyree Zapata as the Class Representatives.

6. The Court finds that Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Bart D. Cohen of Bailey Glasser LLP, Danielle L. Perry of Mason & Perry LLP, and Jason M. Wucetich of Wucetich & Korovilas LLP are qualified and experienced attorneys, capable of adequately representing the Settlement Class, and they are finally approved as Class Counsel.

7. The Court finally appoints Angeion Group, LLC ("Angeion") as the Settlement Administrator. The Settlement Administrator shall be subject to the jurisdiction of the Court with

respect to the administration of the Settlement and shall comply with the terms of the Settlement.

8. The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. The Court finds that the Notice was the best notice practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement, and fully satisfied the requirements of California Rules of Court, rules 3.766 and 3.769(f), and due process. The Court also finds that all Settlement Class Members were given a full and fair opportunity to participate in the Final Approval Hearing, all Settlement Class Members wishing to be heard have been heard, and all Settlement Class Members have had a full and fair opportunity to exclude themselves from the Settlement Class.

9. The Court hereby grants Final Approval of the terms of the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable. Plaintiffs have satisfied the requirements for Final Approval of the Settlement. The Parties are directed to effectuate the Settlement according to its terms and this Final Approval Order. The Court finds that the Settlement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

10. No Settlement Class Members have objected to the terms of the Settlement.

11. The Settlement Class members referenced in Exhibit A hereto have requested to be excluded from the Settlement.

12. The Court finds that the Settlement will avoid additional and potentially substantial costs, as well as the delay and risks associated with protracted litigation.

13. The Settlement is not an admission by Defendant, nor is this Final Approval Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

14. The amount of Cash Payments to be paid to each individual Settlement Class

Member from the Net Settlement Fund shall be calculated as specified in the Agreement, by the deadline specified in the Agreement, and in accordance with its other terms.

15. Any envelope transmitting a settlement distribution to a Settlement Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

16. Any settlement distribution check shall be negotiable for 90 days from the date of mailing.

17. Class Representatives, in their individual capacity only, expressly waive and relinquish all rights and benefits they may have pursuant to Section 1542 of the California Civil Code and any similar law of any state or territory of the United States or any foreign tribunal. Section 1542 of the California Civil Code reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Class Representatives hereby represent that they understand and acknowledge the significance and the consequences of such release, as well as the specific waiver of Section 1542 of the California Civil Code.

18. If, consistent with the plan of distribution set forth in the Settlement Agreement, there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, any residual funds shall be distributed to the Electronic Privacy Information Center ("EPIC"), a 26 U.S.C. § 501(c)(3) non-profit public interest research center devoted to privacy education and protection, whose principal place of operations is located at 1519 New Hampshire Avenue NW, Washington, DC 20036.

19. In the event the Settlement is terminated, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into the Agreement, with all of the Parties' respective pre-Settlement rights, claims, and defenses retained and preserved.

20. The Court finds Class Counsel's requested attorneys' fees of $1,033,333.33, representing 1/3 of the Settlement Fund, is reasonable based on the common fund method and the lodestar cross-check. Class Counsel's hourly rates are in line with prevailing market rates and the hours worked are also reasonable. That award shall be paid to Class Counsel from the Settlement Fund by the deadline specified in the Agreement. $258,333.34 shall be paid to Kopelowitz Ostrow P.A. ("KO"), $258,333.33 shall be paid to Bailey Glasser LLP ("BG"), $258,333.33 shall be paid to Mason LLP ("Mason"), and $258,333.33 shall be paid to Wucetich & Korovilas LLP ("WK").

21. The Court further finds the request for reimbursement of $8,902.71 for litigation costs is reasonable based on the work necessary to achieve this favorable class Settlement and is to be paid to Class Counsel from the Settlement Fund by the deadline specified in the Agreement. $3,889.93 shall be paid to KO, $469.18 shall be paid to BG, $181.70 shall be paid to Mason, $2,288.20 shall be paid to WK, and $2,073.70 shall be paid to Srourian Law Firm P.C.

22. The Court finds that Plaintiffs took reputational risks by initiating and assisting with the prosecution and litigation of the Action to help secure a favorable Settlement for the benefit of the Settlement Class. The Court therefore awards a $2,500.00 Service Award to each Plaintiff to compensate them for their work in bringing the case and facing the attendant risks associated with serving as Class Representatives.

23. The Court approves payment in the amount of $_____ to Angeion for providing notification and settlement administration services in this Action.

24. Pursuant to California Code of Civil Procedure § 384(b), the Court will hold a hearing on _____ at _____ a.m./p.m. PST [no sooner than August 1, 2027], in Department SD-64 of the Superior Court of the State of California, County of San Diego, located at the Hall of Justice, Fourth Floor, 330 W. Broadway, San Diego, CA 92101, when the Parties shall provide the Court with a report of the total amount of funds actually paid to Settlement Class Members. After the report is received, the Court shall amend the Final Approval Order to direct the Settlement Administrator to pay EPIC any residual funds pursuant to the terms of the Settlement Agreement.

25. This document shall constitute a judgment for purposes of Rule 3.769(h).

26. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction over the Class Representatives, each Settlement Class Member, and Defendant to enforce the terms of the Agreement, Final Approval Order, and this final judgment. Specifically, without affecting the finality of the Court's Final Approval Order or this final judgment in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Settlement pursuant to further order of the Court until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the Parties shall have been performed pursuant to the Agreement; (b) any other action necessary to conclude this Settlement and to implement the Agreement; and (c) the construction and interpretation of the Agreement.

27. All Settlement Class Members shall be bound by this Final Approval Order.

28. The Court finds that no just reason exists for delay in entering this final judgment and, accordingly, judgment is hereby entered in this Action.

IT IS SO ORDERED AND ADJUDGED.

Dated: 11/6/2026

Hon. Loren Freestone
Judge of the Superior Court

EXHIBIT A

Clarissa Castro et al. v. Arch Health Partners, Inc. d/b/a Palomar Health Medical Group
Exclusions as of 9/22/2026

No.	Notice ID, if known	First Name	Last Name
1	PHMG100763829	DAVID	NORDQUIST
2	PHMG100276178	AARON	DO
3	PHMG100135423	TESSA R	BUCKLEY
4	PHMG100197985	ELSIE	CLAYTON
5	PHMG101068509	LINDA	TRINH
6	PHMG101141120	MARY	WILLIAMS
7	PHMG100960609	TIMOTHY	SELKE