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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

NOREEN PFEIFFER, *et al.*, on
behalf of themselves and all other
persons similarly situated,

Plaintiffs,

v.

RADNET, INC., a Delaware
corporation,

Defendant.

CASE NO. 2:20-cv-09553 (RGK)(SK)
Consolidated with
2:20-cv-10180 (RGK) (SK)
2:20-cv-10328 (RGK) (SK)

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Judge: Hon. R. Gary Klausner
Date: Feb. 7, 2022
Time: 9:00 am
Courtroom: 850, 8th Floor

1 On August 18, 2021, the Court entered an order granting preliminary approval
2 (the “Preliminary Approval Order” (ECF No. 63)) to the June 23, 2021 Settlement
3 Agreement and Release (“Settlement Agreement”) between Plaintiffs Noreen Pfeiffer,
4 Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly
5 Lancaster, and Debra Palmer, individually and on behalf of the Settlement Class (as
6 defined below), and Defendant RadNet, Inc.¹

7 Commencing on July 19, 2021, pursuant to the notice requirements in the
8 Settlement Agreement and the Preliminary Approval Order, American Legal Claim
9 Services, LLC (the “Claims Administrator”), provided Notice to Settlement Class
10 Members in compliance with Section IX of the Settlement Agreement and the Notice
11 Program, due process, and Rule 23 of the Federal Rules of Civil Procedure. The
12 notice:

- 13 (a) fully and accurately informed Settlement Class Members about the
14 Litigation and the existence and terms of the Settlement Agreement;
- 15 (b) advised Settlement Class Members of their right to request exclusion from
16 the Settlement and provided sufficient information so that Settlement
17 Class Members were able to decide whether to accept the benefits offered,
18 opt out and pursue their own remedies, or object to the proposed
19 settlement;
- 20 (c) provided procedures for Settlement Class Members to file written
21 objections to the proposed settlement, to appear at the Final Approval
22 Hearing, and to state objections to the proposed settlement; and
- 23 (d) provided the time, date, and place of the Final Approval Hearing.
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28 ¹ Capitalized terms used in this Final Approval Order shall have the same meaning as
defined in the Settlement Agreement unless otherwise expressly stated.

1 On February 7, 2022, the Court held a Final Approval Hearing to determine
2 whether the proposed settlement is fair, reasonable and adequate and whether
3 judgment should be entered dismissing this Litigation with prejudice. The Court
4 reviewed (a) Plaintiffs' Motion for Final Approval of Class Action Settlement and
5 Plaintiffs' Motion for an Award off Attorneys' Fees, Reimbursement of Costs and
6 Expenses and Service Awards (together, the "Motions") and all supporting materials,
7 including but not limited to the Settlement Agreement and the exhibits thereto; (b)
8 any objections filed with or presented to the Court; and (c) the Parties' responses to
9 any objections. The Court also considered the oral argument of counsel and any
10 objectors who appeared. Based on this review and the findings below, the Court finds
11 good cause to grant the Motions.

12 **IT IS HEREBY ORDERED:**

13 1. The Court has jurisdiction over the subject matter of this Litigation, all
14 claims raised therein, and all Parties thereto, including the Settlement Class.

15 2. The Settlement Agreement is fair, reasonable, adequate and in the best
16 interests of Settlement Class Members. The Settlement Agreement was negotiated at
17 arm's-length, in good faith and without collusion, by capable and experienced counsel,
18 with full knowledge of the facts, the law, and the risks inherent in litigating the
19 Litigation, and with the active involvement of the Parties. Moreover, the Settlement
20 Agreement confers substantial benefits on the Settlement Class Members, is not
21 contrary to the public interest, and will provide the Parties with repose from litigation.
22 The Parties faced significant risks, expense, and/or uncertainty from continued
23 litigation of this matter, which further supports the Court's conclusion that the
24 settlement is fair, reasonable, adequate and in the best interests of the Settlement
25 Class Members.

26 3. The Court grants final approval of the Settlement Agreement in full,
27 including but not limited to the releases therein and the procedures for distribution of
28 the Settlement Fund. All Settlement Class Members who have not excluded

1 themselves from the Settlement Class are bound by this Final Approval Order and
2 Judgment.

3 4. The Parties shall carry out their respective obligations under the
4 Settlement Agreement in accordance with its terms. The relief provided for in the
5 Settlement Agreement shall be made available to the various Settlement Class
6 Members submitting valid Claim forms, pursuant to the terms and conditions in the
7 Settlement Agreement.

8 **OBJECTIONS AND REQUESTS FOR EXCLUSION**

9 5. No objections to the Settlement were submitted by Settlement Class
10 Members. All persons who did not object to the Settlement in the manner set forth
11 in the Settlement Agreement are deemed to have waived any objections, including but
12 not limited to by appeal, collateral attack, or otherwise.

13 6. Four persons made valid and timely requests to be excluded from the
14 Settlement and the Settlement Class (the "Opt-Out Members"). The Opt-Out
15 Members are not bound by the Settlement Agreement and this Final Approval Order
16 and Judgment and shall not be entitled to any of the benefits afforded to Settlement
17 Class Members under the Settlement Agreement.

18 **CERTIFICATION OF THE SETTLEMENT CLASS**

19 7. Solely for purposes of the Settlement Agreement and this Final
20 Approval Order and Judgment, the Court hereby certifies the following Settlement
21 Class:

22 The 22,970 individuals residing in the United States of America who were
23 identified for notification by RadNet that their personal information was
24 or may have been implicated in the Security Incident.

25 8. The Court incorporates its preliminary conclusions in the Preliminary
26 Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a)
27 and 23(b). Because the Settlement Class is certified solely for purposes of settlement,
28 the Court need not address any issues of manageability for litigation purposes.

1 Gonzales; \$ 1,500 to Ms. Horowitz and \$ 1,500 to Ms. Palmer. The Court finds
2 these amounts are justified by their service to the Settlement Class. Payment shall be
3 made from the Settlement Fund pursuant to the procedures in paragraph 92 of the
4 Settlement Agreement.

5 **RELEASE**

6 14. Each Settlement Class Member, including Representative Plaintiffs, are:
7 (1) deemed to have completely and unconditionally released, forever discharged and
8 acquitted Defendant and the other Released Parties from any and all of the Released
9 Claims (including Unknown Claims) as defined in the Settlement Agreement; and (2)
10 barred and permanently enjoined from asserting, instituting, or prosecuting, either
11 directly or indirectly, these claims. The full terms of the release described in this
12 paragraph are set forth in Paragraphs 33 and 88-91 of the Settlement Agreement and
13 are specifically approved and incorporated herein by this reference (the "Release"). In
14 addition, Representative Plaintiffs and Settlement Class Members are deemed to have
15 waived (i) the provisions of California Civil Code § 1542, which provides that a
16 general release does not extend to claims that the creditor or releasing party does not
17 know or suspect to exist in his or her favor at the time of executing the release and
18 that, if known by him or her, would have materially affected his or her settlement with
19 the debtor or released party, and (ii) any law of any state or territory of the United
20 States that is similar, comparable, or equivalent to California Civil Code § 1542.

21 15. The Settlement Agreement and this Final Approval Order and Judgment
22 apply to all claims or causes of action settled under the Settlement Agreement, and
23 binds Representative Plaintiffs and all Settlement Class Members who did not
24 properly request exclusion. The Settlement Agreement and this Final Approval Order
25 and Judgment shall have maximum res judicata, collateral estoppel, and all other
26 preclusive effect in any and all causes of action, claims for relief, suits, demands,
27 petitions, or any other challenges or allegations that arise out of or relate to the
28 subject matter of the Litigation and/or the Complaint.

1 20. The Settlement Agreement and this Final Approval Order and
2 Judgment, and all documents, supporting materials, representations, statements and
3 proceedings relating to the Settlement shall not be offered or received into evidence,
4 and are not admissible into evidence, in any action or proceeding, except that the
5 Settlement Agreement and this Final Approval Order and Judgment may be filed in
6 any action by any Defendant or the Settlement Class Members seeking to enforce the
7 Settlement Agreement or the Final Approval Order and Judgment.

8 21. Consistent with Paragraphs 85-87 of the Settlement Agreement, if the
9 Effective Date does not occur for any reason, the following will occur: (a) the Final
10 Approval Order and Judgment and all of its provisions, will be vacated, including, but
11 not limited to the Attorneys' Fees, Costs and Expenses Award and the Representative
12 Plaintiffs' Service Awards, and the Final Approval Order and Judgment will not
13 waive, release or otherwise impact the Parties' rights or arguments in any respect; and
14 (b) the Litigation will revert to the status that existed before the Settlement
15 Agreement's execution date, and the Parties shall be restored to their respective
16 positions in the Litigation as if the Settlement Agreement had never been entered
17 into. No term or draft of the Settlement Agreement, or any part of the Parties'
18 settlement discussions, negotiations, or documentation, will have any effect or be
19 admissible in evidence for any purpose in the Litigation.

20 22. Without affecting the finality of this Final Approval Order and
21 Judgment, the Court will retain jurisdiction over this Litigation and the Parties with
22 respect to the interpretation, implementation and enforcement of the Settlement
23 Agreement for all purposes.
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