

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	2:20-cv-09553-RGK (SKx)	Date	August 18, 2021
----------	-------------------------	------	-----------------

Title	<i>Noreen Pfeiffer et al. v. RadNet, Inc.</i>
-------	---

Present: The Honorable	R. GARY KLAUSNER, UNITED STATES DISTRICT JUDGE
------------------------	--

Sharon L. Williams (not present)	Not Reported	N/A
----------------------------------	--------------	-----

Deputy Clerk	Court Reporter / Recorder	Tape No.
--------------	---------------------------	----------

Attorneys Present for Plaintiff:	Attorneys Present for Defendants:
----------------------------------	-----------------------------------

Not Present	Not Present
-------------	-------------

Proceedings: (IN CHAMBERS) Order Re: Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and to Direct Notice to the Class [DE 61]

I. INTRODUCTION

On January 8, 2021, Noreen Pfeiffer, Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly Lancaster, and Debra Palmer (collectively, "Plaintiffs" or "Class Representatives") filed a Consolidated Class Action Complaint against RadNet, Inc. ("RadNet" or "Defendant") alleging (1) violation of California's Unfair Competition Law; (2) negligence; (3) breach of implied contract; and (4) violation of the California Consumer Privacy Act. On February 28, 2021, Plaintiffs filed a First Amended Consolidated Class Action Complaint ("FACC").

Presently before the Court is Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement and to Direct Notice to the Class ("Motion"). For the following reasons, the Court **GRANTS** Plaintiffs' Motion.

II. FACTUAL BACKGROUND

In their FACC, Plaintiffs allege the following:

On July 18, 2020, an unknown third party gained unauthorized access to RadNet's server that it used to store sensitive personal identifying information ("PII") of Plaintiffs, which include current and former employees and job applicants for RadNet ("the Security Incident"). The data included "names, Social Security numbers, driver's license numbers, and additional data such as dates of birth, addresses, and passport numbers." (FACC 3, ECF No. 34.) As a result of this data breach, Plaintiffs are at a high risk of identity theft and other cybercrimes.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	2:20-cv-09553-RGK (SKx)	Date	August 18, 2021
Title	<i>Noreen Pfeiffer et al. v. RadNet, Inc.</i>		

RadNet is a provider of outpatient imaging. RadNet is a publicly traded company that has over 332 radiology imaging centers, roughly 7,000 employees, and an estimated annual revenue that exceeds \$1 billion.

In April 2021, following an extensive mediation process, the parties agreed to a settlement, the terms of which are as follows:

A. Settlement Fund

RadNet will create a \$2,600,000 non-reversionary settlement fund to provide monetary settlement benefits to class members within forty-five days of a preliminary approval order directing class notice. Plaintiffs and class members (“Settlement Class Members”) will be separated into two separate tiers: a nationwide class and a California subclass. The nationwide class consists of approximately 22,989 individuals residing in the United States that were identified as individuals whose PII was or may have been impacted in the security breach. The California subclass consists of approximately 5,692 individuals who resided in California on July 18, 2020 that were identified as individuals whose PII was or may have been impacted in the security breach.

Settlement Class Members will be eligible to submit a claim to receive a reimbursement for out-of-pocket losses, a reimbursement of attested time, and alternative cash payments for up to a maximum of \$15,000. Out-of-pocket losses include (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or fraud, falsified tax returns or other possible misuse of a class member’s PII; (2) costs incurred on or after July 18, 2020, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) expenses incurred related to any out-of-pocket loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (4) credit monitoring or other mitigative costs that were incurred on or between July 18, 2020, and the notice deadline. A settlement administrator will evaluate all claims prior to granting the request.

Additionally, under California Civil Code § 1798.150(a), California subclass members may seek either \$75 in statutory relief or a reimbursement of out-of-pocket losses, whichever is greater.

Settlement Class Members will be eligible to submit a claim for reimbursement of time spent addressing issues related to the Security Incident of up to five hours, at \$25 per hour.

Settlement Class Members will be eligible to access Identify Guard’s identity restoration services at any point during a period of up to five years from the effective date of the settlement. If this benefit is elected by a class member, then the class member will receive an activation link via email or U.S. mail.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

Settlement Class Members may elect to receive Identity Guard's Total Plan, which includes five years of three-bureau (Equifax, Experian, TransUnion) credit monitoring and additional services. The plan provides up to \$1 million in identity theft insurance, and helps with fraud/identity theft resolution. Alternatively, Settlement Class Members may elect to just receive a cash payment of \$125 in lieu of the credit monitoring service.

Finally, if all eligible claims exceed the total settlement fund amount, then all claims will be reduced by a pro rata percentage. If all eligible claims do not exceed the total settlement fund amount, then all claims will be increased by a pro rata percentage until the settlement fund is fully exhausted.

B. Injunctive Relief

The settlement agreement also requires RadNet to implement new procedures and business practices to prevent future data breaches for a period of three years following the effective date of settlement. These procedures include: (1) endpoint protection; (2) restricted server access; (3) vulnerability scanning; (4) cybersecurity training and awareness program for internal personnel.

C. Notice to Class and Administrative Costs

All payments associated with providing notice of the settlement will be paid from the settlement fund. The parties stipulated to provide notice pursuant to Federal Rule of Civil Procedure 23(e). The notice and reminder notification will be provided to the Settlement Class Members via U.S. Mail.

D. Appointment of the Settlement Administrator

The parties propose American Legal Claims Service LLC ("ALCS") as settlement administrator. ALCS will be responsible for providing notice; administering and making determinations regarding claims; processing settlement payments; making distributions; providing contact information of Settlement Class Members electing the Identity Guard Total Plan benefit; and any other services needed to implement the benefits of the settlement. ALCS's fees and costs are estimated to be from \$68,000 to \$83,000, depending on the claims rate.

E. Proposed Class Representative Service Awards

The proposed class representatives participated in many conversations with counsel; answered questions relating to the data breach event; reviewed multiple complaints; prepared answers to written discovery; provided documents responsive to discovery; and maintained regular communications with

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

counsel throughout the litigation process. As a result of their sustained efforts, the parties agreed that each of the proposed seven class representatives should receive \$1,500 from the settlement fund.

F. Attorneys' Fees, Costs and Expenses

Counsel requests a fee equal to 25% of the settlement fund, or \$650,000. Additionally, class counsel will request costs and expenses incurred in this matter totaling \$60,000. Class counsel will file a motion for payment of attorneys' fees, costs, and expenses prior to the final approval hearing.

III. JUDICIAL STANDARD

Federal Rules of Civil Procedure ("Rule") 23 requires that class action settlements satisfy two primary prerequisites before a court may grant certification for purposes of preliminary approval: (1) that the settlement class meets the requirements for class certification if it has not yet been certified; and (2) that the proposed settlement is "fair, adequate, and reasonable." Fed. R. Civ. P. 23(a), (e)(2); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020, 1026 (9th Cir. 1988).

Rule 23(a), (b)

As a threshold to class certification, the proposed class must satisfy four prerequisites under Rule 23(a). First, the class must be so numerous that joinder of all members individually is impracticable. Fed. R. Civ. P. 23(a)(1). Second, there must be questions of law or fact common to the class. Fed. R. Civ. P. 23(a)(2). Third, the claims or defenses of the class representative must be typical of the claims or defenses of the class as a whole. Fed. R. Civ. P. 23(a)(3). Finally, the proposed class representatives and proposed class counsel must be able to fairly and adequately protect the interests of all members of the class. Fed. R. Civ. P. 23(a)(4).

If all four prerequisites of Rule 23(a) are satisfied, a court must then determine whether to certify the class under one of the three subsections of Rule 23(b). Under Rule 23(b), the proposed class must establish that: (1) there is a risk of substantial prejudice from separate actions; (2) declaratory or injunctive relief benefitting the class as a whole would be appropriate; or (3) common questions of law or fact predominate such that a class action is superior to other methods available for adjudicating the controversy at issue. Fed. R. Civ. P. 23(b).

In analyzing whether the proposed class meets the requirements for certification, a court must take the substantive allegations of the complaint as true and may consider extrinsic evidence submitted by the parties. *See Blackie v. Barrack*, 524 F.2d 891, 901 (9th Cir. 1975).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

Rule 23(e)

Before approving a class settlement, the Court must first determine whether a proposed settlement that would bind class members is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2); *Hanlon*, 150 F.3d at 1026. To determine whether a settlement agreement meets the above standards, a district court may consider some, or all, of the following factors:

[T]he strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

Id. at 1026; *See Officers for Justice v. Civil Serv. Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) (noting that the list of factors is “by no means an exhaustive list of relevant considerations”). Courts evaluate the settlement as a whole, rather than its individual parts, to determine its overall fairness. *Hanlon*, 150 F.3d at 1026. Second, the Court must consider the adequacy of the proposed settlement notice. *Id.* at 1025; Fed. R. Civ. P. 23(e).

IV. DISCUSSION

Plaintiffs seek provisional class certification, asserting the requirements of Rule 23(a) and Rule 23(b) are met. Plaintiffs also claim the proposed settlement is “fair, adequate, and reasonable” and that the proposed notice is adequate under Rule 23(e). The Court first turns to class certification, then addresses the fairness and adequacy of the settlement and notice.

A. Class Certification for Settlement Purposes

Plaintiffs seek certification of a nationwide class for settlement purposes defined as: “The approximately 22,989 individuals residing in the United States who were identified for notification by RadNet that their personal information was or may have been implicated in the Security Incident.” (Mot. at 4.)

Additionally, Plaintiffs seek certification of a California subclass for settlement purposes defined as: “The 5,692 individuals residing in the State of California on July 18, 2020, who were identified for notification by RadNet that their personal information was or may have been implicated in the Security Incident.” (Mot. at 4–5.)

The court first addresses the Rule 23(a) requirements.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

1. Rule 23(a) Requirements

As discussed above, a party seeking class certification must establish that the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a) have been met. The Court addresses each requirement in turn.

a. *Numerosity*

Rule 23(a)(1) requires that a class be so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1). The plaintiff need not state the exact number of potential class members, and there is no threshold number of class members required to satisfy numerosity. *Bates v. United Parcel Serv.*, 204 F.R.D. 440, 444 (N.D. Cal. 2001). However, it is “generally accepted that when a proposed class has at least forty members, joinder is presumptively impracticable based on numbers alone.” *In re Banc of California Sec. Litig.*, 326 F.R.D. 640, 646 (C.D. Cal. 2018).

Here, Plaintiffs assert the nationwide class consists of approximately 22,989 and the California subclass consists of 5,692. This satisfies the threshold requirement of Rule 23(a)(1).

b. *Commonality*

Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). In the Ninth Circuit, the commonality requirement is “construed permissively.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Not all questions of fact or law need be common to the class; the existence of shared legal issues with divergent factual predicates or a common core of salient facts coupled with disparate legal remedies is sufficient to satisfy commonality. *Id.* In short, the requirements for finding commonality are minimal. *Id.* at 1020.

Plaintiffs argue that commonality is satisfied because Plaintiffs’ and class members’ claims are rooted in the same Security Incident. This incident gives rise to legal issues, such as whether Defendant “failed to implement and maintain reasonable and adequate data security practices” to protect the PII of Plaintiffs and the Class and whether Defendant had a duty and breached a duty to ensure that Plaintiffs’ and class members PII was secure. (Mot. at 11–12.) Further, Plaintiffs and Class Members would all benefit from similar monetary and non-monetary remedies such as compensation for out-of-pocket expenses and identify theft protection services. Thus, the commonality factor is satisfied.

c. *Typicality*

Rule 23(a)(3) requires that the claims or defenses of the class representatives be typical of the claims or defenses of the class they seek to represent. Fed. R. Civ. P. 23(a)(3). This does not require that the claims of the representative parties be identical to the claims of the proposed class members. *Hanlon*,

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

150 F.3d at 1020. Rather, typicality focuses on whether the unnamed class members have injuries similar to those of the named plaintiffs, and whether those injuries result from the same injurious course of conduct. *Armstrong v. Davis*, 275 F.3d 849, 869 (9th Cir. 2001). In practice, the commonality and typicality requirements of Rule 23 “tend to merge.” *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 158 n.13 (1982).

Plaintiffs assert that typicality is satisfied because all of the claims “arise from the same facts and circumstances surrounding the Security Incident.” (Mot. at 12.) The Court agrees and finds this is sufficient to satisfy the typicality requirement.

d. Adequacy

Rule 23(a)(4) requires the Court to determine whether the proposed class representatives and proposed class counsel will fairly and adequately protect the interests of the entire class. Fed. R. Civ. P. 23(a)(4). The adequacy requirement is satisfied if the named plaintiffs and their counsel will prosecute the action vigorously on behalf of the class, and do not have interests adverse to unnamed class members. *Hanlon*, 150 F.3d at 1020.

i. Proposed Class Representatives

Plaintiffs assert that the proposed class representatives are adequate because they have no conflicts with other class members. Additionally, they have been regularly involved with the litigation and will continue to be involved in the claims administration process. Thus, the Court finds that the proposed class representatives will fairly and adequately protect the interests of the class.

ii. Class Counsel

To be adequate, “[t]he named representative’s attorney [must] be qualified, experienced, and generally capable to conduct the litigation.” *Sali v. Corona Reg’l Med. Ctr.*, 909 F.3d 996, 1007 (9th Cir. 2018) (alteration in original) (quoting *Jordan*, 669 F.2d at 1323). Plaintiffs’ counsel claim they are highly experienced class-action attorneys with data breaches and consumer protection. (Blatt Decl. ¶ 62; Yanchunis Decl. ¶ 3–8; Federman Decl. ¶ 2; Berry Decl. ¶ 4–5.)

With no challenge to the adequacy of class counsel, the Court finds that the proposed class counsel will fairly and adequately protect the interests of the class.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

2. Rule 23(b) Requirements

Having found that Plaintiffs have satisfied the requirements of Rule 23(a), the Court must now determine whether Plaintiffs meet their burden of showing that the proposed class satisfies the requirements of Rule 23(b)(3).

A class action may be maintained under Rule 23(b)(3) if the court finds that (1) questions of law or fact common to the members of the class predominate over questions affecting only individual members, and (2) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). “Implicit in the satisfaction of the predominance test is the notion that the adjudication of common issues will help achieve judicial economy.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996).

a. Predominance

When evaluating whether common issues predominate, the operative question is whether a putative class is “sufficiently cohesive” to merit representative adjudication. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 623 (1997). Though common issues need not be “dispositive of the litigation,” *In re Lorazepam & Clorazepate Antitrust Litig.*, 202 F.R.D. 12, 29 (D.D.C. 2001), they must “present a significant aspect of the case [that] can be resolved for all members of the class in a single adjudication” to justify “handling the dispute on a representative rather than an individual basis.” *Hanlon*, 150 F.3d at 1022.

Common issues predominate here because Plaintiffs’ and class members’ claims hinge on common issues such as duty and breach. Further, while the damages across Plaintiffs and class members may vary, they all stem from Defendant’s actions that created this legal liability. The Court finds the proposed class is “sufficiently cohesive” to justify class treatment and that common questions of law and fact predominate.

b. Superiority

Rule 23(b)(3) also requires the Court to assess whether a class action is superior to other methods of adjudication. In making this assessment, the Court considers: (1) the interest of each member in “individually controlling the prosecution or defense of separate actions”; (2) the “extent and nature of any litigation already begun”; (3) the “desirability or undesirability of concentrating the litigation of the claims”; and (4) the “likely difficulties in managing a class action.” Fed. R. Civ. P. 23(b)(3).

Plaintiffs contend that class treatment is superior here because there are approximately 22,989 people eligible to benefit from the settlement and it would be “less efficient and not cost effective” to individually litigate each case. The Court agrees and finds that, due to the general uniformity of the

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

claims, the likelihood of numerous claims that may go without remedy, and the possibility of inconsistent judgments, a class action is superior to other methods of adjudication.

B. Preliminary Approval

Defendants do not oppose Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Having found that Plaintiffs satisfied the requirements of Rule 23(a) and 23(b) for class certification, the Court must now determine whether the settlement meets the requirements of Rule 23(e). A class action settlement is presumed to be fair when: (1) the settlement is reached through arm's length agreement; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. Newberg & Conte, *Newberg On Class Actions*, 3d Ed. (1992) § 11.41. A court may also consider some, or all, of the following factors:

[T]he strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

Hanlon, 150 F.3d at 1026; see *Officers for Justice v. Civil Serv. Comm'n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) (noting that the list of factors is "by no means an exhaustive list of relevant considerations").

These factors appear to be met. First, the settlement was reached after extensive mediation proceedings with an experienced mediator, Bennet G. Picker, suggesting an arm's length agreement. (Mot. at 4.) Second, the parties had participated in discovery proceedings before the settlement was finalized to determine the nature of the data breach and the extent of the damage which included, among other things, informal continued written and oral communication between Plaintiffs and Defendant; Plaintiffs' work with a cybersecurity expert and an economist to determine the extent of the breach; and Defendant's deposition of Plaintiffs' cybersecurity expert. (Mot. at 3.) Third, class counsel are experienced class-action litigators. Finally, there do not appear to be any objections to the proposed settlement at this time.

As for attorneys' fees, the parties will file a separate motion after they agree on the material terms of the settlement on behalf of the class and prior to the Final Approval Hearing. The parties have agreed that Defendant will pay the attorneys' fee award from the settlement fund and the fee award will not exceed \$650,000 (25%) of the settlement fund. (Mot. at 10.) While the parties will file a separate

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

motion for attorneys' fees, the Court conditionally approves the rate as it is equal to or lower than the accepted range for attorneys' fees in the Ninth Circuit. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th Cir. 2015) (finding that 25% recovery is the "benchmark" for attorneys' fees). But final approval depends on class counsel providing sufficient information to support their award.

Class Counsel also seeks costs and expenses in an amount not exceeding \$60,000. The parties agreed that this award will also come from the settlement fund. When analyzing requests for expenses, courts are to consider whether the amounts "would normally be charged to a fee-paying client." *Trs. of Constr. Indus. & Laborers Health & Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1257 (9th Cir. 2006). Here, while litigation costs may be warranted, the specific amount is to be determined by application to the Clerk of the Court.

The parties have also agreed that the class representatives award should be awarded \$1,500 each, to be paid from the settlement fund. A district court may weigh the following factors to determine the reasonableness of an incentive reward:

(1) the actions the plaintiff has taken to protect the interests of the class; (2) the degree to which the class has benefitted from those actions; (3) the duration of the litigation and the amount of time and effort the plaintiff expended in pursuing the litigation; and (4) the risks to the plaintiff in commencing the litigation.

Van Vranken v. Atl. Richfield Co., 901 F. Supp. 294, 299 (N.D. Cal. 1995).

Here, as stated above, the named Plaintiffs have acted to protect the interests of the Settlement Class Members by regularly engaging with counsel to aid in the litigation and to secure a substantial benefit for all class members. The Court agrees that an award to the class representatives is reasonable here and is not the product of collusion. The Court therefore provisionally approves Plaintiffs' proposed class representative award.

Next, the Court considers the scope of the release to ensure that it is not overly broad. A proposed settlement agreement is overly broad when it fails to limit the claims released to those based on the facts alleged in the complaint. *See Hesse v. Spring Corp.*, 598 F.3d 581, 590 (9th Cir. 2010).

Here, the proposed settlement release is not overly broad. The settlement agreement requires that class members release all claims or causes of action relating to matters alleged in the litigation. (Settlement Agreement, Ex. A, ¶ 33, ECF No. 61-4.) Specifically, "the claims released are those arising out of the Security Incident including all alleged maintenance and disclosure of the Settlement Class Members' PII and the provision of notice of the Security Incident to the Class." (Mot. at 18). Thus, the

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

scope of the release provided in the settlement fits within the parameters established by the Ninth Circuit.

Based on the above, the settlement appears to be fair, adequate, and reasonable for purposes of preliminary approval.

C. The Proposed Notice and Claims Process

Having found the proposed settlement is fair and reasonable, “[t]he court must direct notice in a reasonable manner to all class members who would be bound” by the proposed settlement. Fed R. Civ. P. 23(e)(1). Further, for a Rule 23(b)(3) class, “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be reasonably identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). “Notice is satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’” *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (quoting *Mendoza v. Tucson Sch. Dist. No. 1*, 623 F.2d 1138, 1352 (9th Cir. 1980)).

The Court conditionally finds that the proposed notice, once accurate dates are inputted, will sufficiently inform the class members of: (1) the nature of the litigation and the settlement class; (2) the terms of the Settlement Agreement; (3) the monetary amounts that the Settlement will provide class members; (4) the deadlines for requesting exclusion of the Settlement; (5) the procedure for objecting to the Settlement; (6) the consequences of taking or foregoing the various options available to class members; and (7) the date, time, and place of the Final Approval Hearing. (Notice of Proposed Settlement, ECF No. 61-5).

The parties selected ALCS as settlement administrator. ALCS intends to notify class members through U.S. Mail using RadNet’s list containing “the full names and current or last known addresses” for all class members. (Mot. at 19; Settlement Agreement ¶ 39.) The Notice will be sent with an attached claim form. (Mot. at 19.) As part of their responsibilities, ALCS will also provide a reminder notice to Settlement Class Members via U.S. Mail. (Settlement Agreement ¶ 77(c).) ALCS will also create a settlement website that will, among other things, provide Settlement Class Members with access to “relevant case documents and deadlines” as well as “a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact [ALCS] directly.” (*Id.* ¶ 43.)

Accordingly, the Court finds the proposed notice and method of delivery sufficient and approves the notice.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:20-cv-09553-RGK (SKx)

Date August 18, 2021

Title *Noreen Pfeiffer et al. v. RadNet, Inc.*

Further, because the claim form appears to be necessary for Plaintiffs and Settlement Class Members to receive the benefits of the settlement and it does not appear to be overly burdensome, the Court finds that the claim form is sufficient.

D. Scheduling

The parties propose the follow schedule:

<u>Event</u>	<u>Date</u>
Defendant to provide Settlement Class Member data to Settlement Administrator	21 days after entry of this Order
Last day for Settlement Administrator to mail Settlement Notice to Settlement Class Members ("Notice Deadline")	Within 21 days from receipt of the Settlement Class List
Last day for Settlement Class Members to submit Claim Forms	90 days from the Notice Deadline
Motion for Award of Attorneys' Fees, Costs, and Services Awards to Class Representatives ("Fee Motion") Due	At least 35 days before the Objection and Opt-out Deadline
Objection and Opt-out Deadline	50 days from the Notice Deadline
Final Approval Hearing	TBD

The Court approves the proposed schedule and sets the date for the Final Approval Hearing for November 29, 2021.

V. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and provisionally certifies the class. The Final Approval Hearing is hereby calendared for **November 29, 2021 at 9:00 a.m.**

IT IS SO ORDERED.

Initials of Preparer

: