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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JEANPAUL MAGALLANES, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

DISCOVERY PRACTICE MANAGEMENT, INC., a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 30-2021-01213556-CU-MC-CXC

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES AND COSTS AND FINAL JUDGMENT

Date: February 5, 2026

Time: 2:00 p.m.

Judge: Hon. Layne H. Melzer

Dept: CX103

On February 5, 2026, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement and Attorneys' Fees and Costs.

The Court has reviewed the Class Notice and related forms and the notice procedures that the parties implemented in accordance with the Court's Order on Plaintiffs' motion for preliminary approval of the class action settlement. The Court finds that Class Members have duly been given notice of the Settlement, to participate in the settlement by doing nothing, exclude themselves from the Settlement, and comment on or object to the Settlement or any of its terms. Having read and considered the Settlement, the papers filed in support of Plaintiffs' unopposed motion, the Court GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

1. All terms used in this Order Granting Final Approval of Class Action Settlement and Attorney's Fees and Costs (the "Order") shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement")

(ROA number ¶ 1).

1 2. The Court is satisfied that EAG Gulf Coast, LLC which functioned as the
2 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
3 comports with California Rule of Court 3.766. The Class Notice informed 5,668 Class Members
4 of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
6 rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement.
7 Adequate periods of time to respond and to act were provided by each of these procedures. There
8 are no Class Members who request for exclusion. No Class Member filed written objection to the
9 Settlement as part of this notice process, and no Class Members filed a written statement of
10 intention to appear at the Final Approval Hearing.

11 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
12 Agreement and as follows:

13 ***a. all citizens of the State of California who received care at Defendant’s facility,***
14 ***satellite, or urgent care locations on or before June 26, 2020, and who received notices from***
15 ***Defendant that their information was compromised (collectively, the “Settlement Class” or***
16 ***“Class Member”)***

17 4. The Court deems this definition sufficient for the purpose of California Rule of
18 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

19 5. The Court appoints Plaintiff JeanPaul Magallanes as Class Representative.

20 6. The Court appoints James M. Treglio of Potter Handy LLP as adequate class
21 counsel.

22 7. The terms of the Agreement are fair, adequate, and reasonable to the Class and to
23 each Class Member, and the Courts grants final approval of the Settlement set forth in the
24 Agreement. The Court orders the Parties to comply with and carry out all terms and provisions of
25 the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order,
26 in which case the provisions of this Order shall take precedence and supersede the Settlement.
27 Defendants shall pay out the Settlement Fund as follows:

1.	Deadline for Settlement Administrator to distribute Settlement Awards, and Class Counsel's Fees and Expenses (if Settlement is Effective)	Within 45 days from receipt of the Final Payment
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8. The \$43,239.70 designated for payment to EAG Gulf Coast LLC, the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

9. The \$130,000 amount requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees and costs and expenses is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

10. Nothing in the Settlement or this Order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement is not an admission by Defendants, nor is this Order or the subsequent Judgment that Plaintiffs have asked the Court to enter based on this Order a finding of the validity of any allegations against Defendants in the Court proceeding or any wrongdoing by Defendants. Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

11. All Class Members shall be bound by the Settlement and this Order, including the release of claims in favor of Defendants and the other Released Parties as set forth in the Agreement, and are permanently barred from prosecuting against Defendants and the other Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

12. Class Representative JeanPaul Magallanes are bound to the general release of claims against Defendants. The Court grants \$5,000 enhancement award to Plaintiff JeanPaul Magallanes.

13. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

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14. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

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15. The Court hereby sets a hearing date of December 10, 2026 at 2:00 pm in Department CX102 for a hearing on the final accounting and distribution of the settlement funds.

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IT IS SO ORDERED.

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DATED: February 17, 2026



Hon. Layne H. Melzer
Judge of Orange County Superior Court

