



FILED
San Francisco County Superior Cou.

FEB 10 2021

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

KRISTEN NICODEMUS, On Behalf of Herself
and All Others Similarly Situated,

No. CGC-13-531076

Plaintiff,

JUDGMENT

v.

CIOX HEALTH, LLC f/k/a HEALTHPORT
TECHNOLOGIES, LLC; and DOES 1-100,
inclusive,

Defendant.

On February 10, 2021, this Court granted final approval of the class settlement and entered its Order Granting Final Approval.¹

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Class is defined as:

All patients, guardians or conservators of adult patients (or of the adult patient's estate), parents or guardians of minor patients, personal representatives or heirs of deceased patients, attorneys, or law firms who:

- (1) Requested medical records from a hospital or other medical provider (as enumerated in California Evidence Code § 1158); located in California;

¹ Unless otherwise indicated, capitalized terms correspond with those set forth in the Settlement Agreement.

- 1 (2) (i) through an attorney at law or his/her representative or (ii) as an attorney at law or
2 through such attorney's representative pursuant to a signed authorization (but in case of
3 2(ii), only if such attorney paid for and was not reimbursed for the applicable charges);
4 (3) Prior to litigation; and
5 (4) Were charged by CiOX Health, LLC f/k/a HealthPort Technologies, LLC (and paid)
6 more than (a) ten cents (\$.10) per page for reproduction of medical records 8 ½ x 14
7 inches or less, (b) twenty cents (\$.02) per page for reproduction of medical records
8 from microfilm, (c) \$16.00 per hour (computed on the basis of four dollars per quarter
9 hour or fraction thereof) for clerical costs, (d) actual postage charges, and/or (e) actual
10 costs charged by a third person during the Class Period

11 Excluded from the Class are: (1) Defendants, any entity or division in which Defendants have a
12 controlling interest, and its/their legal representatives, officers, directors, assigns and successors; (2) the
13 judge to whom this case is assigned and any member of the judge's immediate family; and (3) claims for
14 personal injury, wrongful death and emotional distress and claims of consequential property damage and
15 loss.

16 2. The following shall take nothing from Defendants Ciox Health, LLC in this action except
17 as specifically set forth in the Settlement Agreement attached as Exhibit 1 to the Declaration of Lori E.
18 Andrus filed on August 23, 2019: (a) Plaintiff Kristen Nicodemus; and (b) Members of the Settlement
19 Class who did not timely opt out.

20 3. The following individuals opted out of the Settlement and are not bound by the judgment
21 in this case:

- 22 a. David H. Pihl, of Pihl Law Corporation;
23 b. Robert L. Salim, of Salim-Beasley LLC;
24 c. Daniel W. Glasser, of Chipman Glasser, LLC;
25 d. Zachary M. Mattison, of Sugarman Law Firm, LLP; and
26 e. Jessica Bair.

27 4. Pursuant to the Stipulation, section 664.6 of the California Code of Civil Procedure, and rule
28 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the Class Representative, each

1 Class Member who has not properly excluded themselves, and Defendant, to enforce the terms of the
2 Settlement Agreement, the Final Approval Order, and this Judgment.

3 IT IS SO ORDERED.

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5 Dated: February 10, 2021



6 ANDREW Y.S. CHENG
7 Judge of the Superior Court
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