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9 Attorneys for Plaintiff

CALIFORNIA CHIROPRACTIC ASSOCIATION

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ALAMEDA

13
14 CALIFORNIA CHIROPRACTIC
15 ASSOCIATION, on behalf of itself and its
members,

16 Plaintiff,

17 v.

18 MEDRISK, LLC, MEDRISK HOLDCO,
19 LLC, and DOES 1 through 10, inclusive,

20 Defendants.
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Case No. RG19045051

22 **REVISED AMENDMENT TO**
23 **STIPULATION AND AGREEMENT**
24 **OF SETTLEMENT**

Hon. Brad Seligman

25 CLASS ACTION
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1 This Amendment to Stipulation and Agreement of Settlement (the “Amendment”) dated May
2 16, 2023 is hereby submitted to the Court pursuant to Rule 3.769 of the California Rules of Court in
3 the matter of *California Chiropractic Association v. MedRisk, LLC et al.*, Superior Court of the State
4 of California for the County of Alameda, Case No. RG19045051 (the “Action”). Subject to the
5 approval of the Court, this Amendment is entered into among plaintiff California Chiropractic
6 Association (“Plaintiff”), on behalf of itself and Settlement Class Members, on the one hand; and
7 MedRisk, LLC and MedRisk Holdco, LCC (together, “MedRisk” or the “Defendants”), on the other
8 hand, by and through their respective counsel. Plaintiff and Defendants are collectively referred herein
9 as the “Parties” or the “Settling Parties.”

10 WHEREAS, on April 17, 2023, the Parties entered into Stipulation and Agreement of
11 Settlement (the “Stipulation”);

12 WHEREAS, on May 11, 2023, this Court issued a Tentative Ruling on Plaintiff’s Unopposed
13 Motion for Preliminary of Class Settlement and raised certain concerns with the release language in
14 the Stipulation;

15 WHEREAS, on May 16, 2023, this Court requested that the release language in Sections 19
16 and 20 be modified;

17 WHEREAS, the Parties conferred regarding the Court’s concerns and agreed to further amend
18 the Stipulation.

19 **NOW, THEREFORE**, the Stipulation is further amended as follows:

20 1. Section A.19 is DELETED in its entirety and REPLACED with the following
21 language: “Released Claims” means, except as set forth herein, any and all claims for injunctive relief,
22 declaratory relief, or other similar equitable relief (excluding restitution), including Unknown Claims,
23 actions, obligations, attorneys’ fees, indemnities, subrogations, duties, demands, controversies, and
24 liabilities of every nature, at law or in equity (including, without limitation, claims under federal and
25 state securities laws, and at common law), suspected or unsuspected, accrued or unaccrued, matured
26 or unmatured, whether arising out of or relating to the period prior to or after the date of the Initial
27 Complaint through the Effective Date that any Releasing Persons: (a) asserted in the Federal
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1 Complaint, the Initial State Complaint, the Amended State Complaint, or the Action; or (b) could have
2 been asserted in any forum that arise out of, are based upon, or are reasonably related to the allegations,
3 transactions, facts, matters or occurrences, omissions involved, set forth, or referred to in the Federal
4 Complaint, the Initial State Complaint, the Amended State Complaint, or the Action. For further
5 clarification, claims that are not Released Claims include any Settlement Class Member’s claims, if
6 any, for restitution or monetary damages

7 2. Section A.20 is DELETED in its entirety and REPLACED with the following
8 language: “Released Defendants’ Claims” means all claims, demands, rights, remedies, liabilities, and
9 causes of action of every nature and description whatsoever, whether based on federal, state, local,
10 statutory, or common law, or any other law, rule, or regulation, including both known and Unknown
11 Claims, that: (i) have been or could have been asserted in the Action by any of the Released Persons
12 or the successors and assigns of any of them, against the Plaintiff or any of its attorneys; and (ii) arise
13 out of or are reasonably related to the institution, prosecution, or Settlement of the Action or the
14 Released Claims, including but not limited to all claims for malicious prosecution or sanctions.
15 “Released Defendants’ Claims” does not include claims to enforce any of the terms of this Stipulation.

16 3. Section A.29 is DELETED in its entirety and REPLACED with the following
17 language: “Unknown Claims” means: (i) any claims that Plaintiff or any Settlement Class Member
18 does not know or suspect to exist in his, her, or its favor at the time of the release of the Released
19 Persons, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect
20 to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided
21 such claim arises out of or relates to the subject matter of the Released Claims; and (ii) Defendants’
22 claims that Defendants do not know or expect to exist in their favor, which if known by them might
23 have affected their decision(s) with respect to the Settlement. With respect to any and all Released
24 Claims by the Plaintiff only, in its individual capacity (but not the Settlement Class Members), and
25 Released Defendants’ Claims, Plaintiff and Defendants stipulate and agree that upon the Effective
26 Date, Plaintiff and Defendant shall be deemed to have waived and by operation of the Order and
27 Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any
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1 state or territory of the United States, or principle of common law that is similar, comparable, or
2 equivalent to Cal. Civ. Code § 1542, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY**

9 Plaintiff only, in its individual capacity (but not the Settlement Class Members), acknowledges that
10 the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Defendants’
11 Claims was separately bargained for and a key element of the Settlement of which this release is a
12 part.

13 4. Section C.2. is DELETED in its entirety and REPLACED with the following language:
14 “Pursuant to the Order and Judgment, except with respect to claims to enforce any of the terms of this
15 Stipulation, upon the Effective Date, Plaintiff and each of the Settlement Class Members on behalf of
16 themselves, their current, former and future heirs, executors, administrators, successors, attorneys,
17 insurers, agents, representatives, and assigns, and any Person they represent, shall, with respect to each
18 and every Released Claim, release, waive and forever relinquish and discharge, and shall forever be
19 enjoined from prosecuting, all Released Claims. Further, all Settlement Class Members on behalf of
20 themselves, their current, former and future heirs, executors, administrators, successors, attorneys,
21 insurers, agents, representatives, and assigns, expressly covenant not to assert any Released Claim
22 against any of the Released Persons. The Released Persons’ liability to Plaintiff and to the Settlement
23 Class thus expressly is extinguished under the Settlement.”

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1 IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Amendment,
2 have caused this Amendment to be executed, by their duly authorized attorneys, as of the day and
3 year first above written.

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5 CALIFORNIA CHIROPRACTIC ASSOCIATION

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Date: May 18, 2023

9 /s/
By: Jordan L. Lurie / Ari Y. Bassar
10 **POMERANTZ LLP**
Counsel for Plaintiff

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Date: May 18, 2023

13 /s/
By: Zev B. Zysman
14 **LAW OFFICES OF ZEV B. ZYSMAN, APC**
15 Counsel for Plaintiff

16 MEDRISK, LLC AND MEDRISK HOLDCO, LCC

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18 _____
19 /s/
By: Thomas A. Ryan / Jason D. Strabo
20 **McDERMOTT WILL & EMERY LLP**
Counsel for Defendants

Date: May , 2023

1 IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Amendment,
2 have caused this Amendment to be executed, by their duly authorized attorneys, as of the day and
3 year first above written.
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5 CALIFORNIA CHIROPRACTIC ASSOCIATION
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8 _____

Date: May ____, 2023

9 /s/

By: Jordan L. Lurie / Ari Y. Basser

10 **POMERANTZ LLP**

11 Counsel for Plaintiff
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13 _____

Date: May ____, 2023

14 /s/

By: Zev B. Zysman

15 **LAW OFFICES OF ZEV B. ZYSMAN, APC**

Counsel for Plaintiff
16

17 MEDRISK, LLC AND MEDRISK HOLDCO, LCC

18 _____

Date: May 17, 2023

19 /s/

By: Thomas A. Ryan / Jason D. Strabo

20 **McDERMOTT WILL & EMERY LLP**

Counsel for Defendants
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