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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

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JESSICA GUERRERO, JOSEPH No. 3:23-CV-389 (MPS)
CASTILLO, AND JEFFREY MATTHEWS,
individually and on behalf of
all others similarly situated, MAY 1, 2024

Plaintiffs,

11:02 A.M.

vs.

MERRITT HEALTHCARE HOLDINGS, LLC, TELEPHONIC STATUS CONFERENCE
doing business as Merritt
Healthcare Advisors,

Defendant.

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450 Main Street
Hartford, Connecticut

BEFORE: THE HONORABLE MICHAEL P. SHEA, U.S.D.J.

COURT REPORTER: Julie L. Monette, RDR, CRR, CRC
(860) 212-6937

Proceedings recorded by mechanical stenography, transcript
produced by computer.

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(Call to order, 11:02 a.m.)

THE COURT: Good morning. This is Michael Shea. We're on the record in Guerrero versus Merritt Healthcare, 23-CV-389.

Let me first verify that we have our court reporter, Ms. Monette, on the line and she can hear me?

COURT REPORTER: Yes, I can.

THE COURT: Great. Okay, can I have appearances of counsel starting with plaintiff's counsel, please?

MR. LAUKAITIS: Good morning, Your Honor. Kevin Laukaitis, Laukaitis Law, class counsel for the plaintiffs.

THE COURT: Morning.

MS. COMITE: Good morning. Erin Comite from Scott & Scott Attorneys at Law as the counsel for the class and plaintiffs.

THE COURT: All right.

MR. NAUMES: Robert -- Robert Naumes, Jr., Law Office of Jeffrey Glassman, for the Guerrero plaintiffs.

MR. USSEGLIO: Your Honor, good morning. Frank Usseglio, Kenny, O'Keefe & Usseglio, for the plaintiffs.

THE COURT: Good Morning.

MR. SEUSING: Good morning, Your Honor. Chris Seusing, Wood, Smith, Henning & Berman, for the defendant Merritt Healthcare.

MR. PATEL: Good morning, Your Honor. Sean Patel,

1 Wood, Smith, Henning & Berman, for Merritt Healthcare.

2 THE COURT: All right. Is there anyone else on the
3 line?

4 All right, great. So as you know, I placed a notice
5 on the docket because I have some questions about the papers
6 that were filed. Let's kind of start with the bigger questions
7 which I included in the -- in the notice. I found the
8 discussion of sort of liability and damages as a -- sort of as
9 a function of justifying the class settlement rather general.

10 I didn't really get a sense of what the parties
11 thought the likely damages would be if the case went to
12 judgment. I didn't get a sense really of what the parties
13 thought the general, even at a general level, the strengths or
14 weaknesses of the case were. I'm not suggesting that you
15 needed to write a longer memorandum. I'm just suggesting that
16 it could have been somewhat more specific.

17 But in any event, maybe you can tell me now, or
18 somebody can tell me now, you know, a little bit more about how
19 this settlement, you know, is, in fact, a reasonable estimate,
20 obviously discounted for uncertainty and the cost of
21 litigation, which are substantial discounts, but a reasonable
22 estimate of what, you know, sort of the likelihood of liability
23 times the likely damages would be, to look at it that way, or
24 else you can tell me how you think we should look at it.

25 So let me start perhaps with plaintiff's counsel.

1 Plaintiffs filed a motion. I don't know, Mr. Laukaitis, if I'm
2 pronouncing that correctly, if you're going to speak for the
3 group or if others are. Anybody would be helpful. So go
4 ahead.

5 MR. LAUKAITIS: Yes, thanks, Judge. This is Kevin
6 Laukaitis. I will be speaking primarily for the plaintiffs.
7 And we appreciate Your Honor's questions. It helps us prepare.
8 So we're prepared to address these questions and any other
9 questions that you have.

10 Judge, I think it's, first, we should really examine
11 the backdrop of these data breach class actions. There are
12 hundreds, if not thousands, now filed in courts across the
13 country. From our research, it looks like they're starting to
14 come in now in the District of Connecticut, but there's not a
15 lot of authority here on these cases. But basically there's
16 generally a market for these cases. There's -- when we
17 negotiate these settlements. But the lingo that we use is a
18 per-head amount. So, basically, what's the value of the
19 settlement in relation to the class size, and what's that look
20 like on a per-person basis?

21 And I can say that, Judge, this is a very good
22 settlement where, when you extrapolated the per-person amount,
23 it is about \$17 a person, just as a reference. And, Judge, we
24 can get these, like a list of citations if you'd like, if that
25 helps the Court after the hearing.

1 But I have a couple cases here that are on point in
2 terms of class size. There's one in the District of Vermont,
3 *Marshall versus Lamoille Health Partners*, 22-166. That was a
4 roughly 59,000-person class with a \$540,000 fund, which amounts
5 to about \$9 a person. And that was -- preliminary approval was
6 recently granted in that case, Judge.

7 So looking at our case, just from the value alone, our
8 case is much better there. And, also, the relief in that case
9 is similar to the relief here, if not as good. And, again, I
10 would think we can give you a chart, Judge, after the hearing
11 if you'd like. But that's one of the comps.

12 There's another comp in Nevada here, 93,000-person
13 class, amounts to about \$7 a person. There's another one at
14 81,000-person class in the Northern District of Illinois that's
15 about \$12 per person.

16 And just as a point of reference, our case, again,
17 about 88,740 people, \$17 a person. It's a really good figure.
18 My firm and Erin's firm, we do a lot of class action cases in
19 the state of breached space. And \$17 a person is something
20 we're really proud of here.

21 THE COURT: Can I --

22 MR. LAUKAITIS: Sure.

23 THE COURT: Can I jump in on that though? Maybe I
24 misunderstood. How exactly are you getting \$17 a person? Are
25 you just taking 1.5 million divided by 88,000? Is that how

1 you're doing it?

2 MR. LAUKAITIS: Yeah, that's right, Judge. And I'm
3 really getting at the point of reference because kind of the
4 way we negotiate these cases, both plaintiffs and defense, when
5 we go to mediation, that's kind of typically how we view these
6 things. The defense will come back and say, Well, there's
7 comparables out there. This one's \$9 a head. This one's \$10 a
8 head.

9 So I'm really giving that as a point of reference
10 because there's a large market here. Again, while there's not
11 a lot of precedent in the District of Connecticut, I'm sure
12 there will be, Judge, because a lot of these cases are getting
13 filed. There is a large precedent nationwide in these cases.
14 And I just use that as a point of reference just to say,
15 comparably --

16 THE COURT: Yes, okay, yeah, I got why you used the
17 number. But I guess maybe the part I'm missing is, my
18 understanding is that the 1.5 million is the defendant's total
19 contribution to the settlement. They're not paying another
20 dime. And so the question is: All right, well, then the
21 attorney's fees and the payments to the class representative
22 and the administrative costs all have to come from the 1.5;
23 isn't that true?

24 MR. LAUKAITIS: Yeah, that's right, Your Honor, so --

25 THE COURT: Then how is it really reasonable to

1 estimate that the settlement is \$17 a person? That's under --
2 I mean, obviously, unless the Court were to grant no attorney's
3 fee at no administrative expenses and no service awards, then
4 there's no way the settlement can be \$17 a person. The
5 settlement's -- as I indicated in my notice, the settlement
6 is -- if the Court were to grant all those requests, the
7 settlement is about \$10 a person, isn't it?

8 MR. LAUKAITIS: Yeah, so it's a good question, Judge.
9 So it's even going to be better than that, and here's why.
10 Claims rates in these cases -- and I guess that kind of
11 dovetails into some of your other questions. So forgive me if
12 I'm kinda going out of order here from the questions you posed
13 to us. But the claims rates in these cases, Judge, while we
14 wish they were a hundred percent, they never are. They're
15 about 1 to 2 percent claims rates.

16 And we conferred with our claims administrator,
17 Digital Settlement. So the 1 to 2 percent is based on our
18 experience. I can speak for plaintiff. I'm sure the
19 defendants can speak for themselves. But that's what we're
20 seeing in these cases, about 1 to 2 percent claims rate. You
21 might be pushing 3 percent in some cases as well. We conferred
22 with our claims administrator, who confirmed the same where
23 they said it's about 1 to 3 percent. And again, Judge, if you
24 would like a declaration, Digital Settlement can certainly
25 prepare that if the Court wants that.

1 THE COURT: Just so I'm clear, what you're saying
2 is -- just so I'm clear, when you say the claims rate is 1 to 2
3 percent, what you mean is that the rate of which anybody's
4 actually going to make a claim against this fund, it's about
5 one in a hundred to two in a hundred people. So you really, as
6 a practical matter, that's going to increase the payout,
7 putting aside out-of-pocket costs, which we'll get to in a
8 minute. That's going to increase a payout fifty to a
9 hundredfold. That's what you're saying.

10 MR. LAUKAITIS: Correct, Your Honor.

11 THE COURT: And just so I'm clear, is it uniform for
12 these settlements for the -- for there to be a requirement of
13 submission of a claim for pro rata payouts? Is that a uniform
14 practice with these settlements?

15 MR. LAUKAITIS: It is, Your Honor, in a varied course.
16 Nothing's ever a hundred percent. But, generally speaking,
17 yes.

18 Sometimes if you have, you know, more detailed
19 information from the class, which we don't have here, where you
20 can have an easier payout mechanism, you know, if you have,
21 like, e-mail addresses or something like that. But here we
22 only have mailing addresses. So, you know, we're going to be
23 sending notices out by mail. And we don't have e-mail
24 addresses, so --

25 THE COURT: Is that because, as a practical matter --

1 it's really because of the numbers we've discussed. In other
2 words, I mean, there are settlements. I mean, I approved one
3 the other day that -- where there's no requirement of a
4 submission of a claim form; and, in fact, the lawyers often
5 tout that as a great feature of the settlement.

6 "Judge, nobody's doing anything. We've got all their
7 mailing addresses" or "We've got their e-mail addresses."
8 Nobody has to lift a finger. We're just going to send checks."
9 Here they are. They get a check.

10 And if it comes back, well, then we'll give them 180
11 days to cash it. But if it comes back, otherwise, it will go
12 into the fund, and we'll use it for cy pres or we'll
13 increase -- you know, if there's a certain threshold, we'll
14 send a supplemental to everybody else.

15 That's not an unusual feature of some class
16 settlements. I take it that here it would be, frankly,
17 impractical for the reasons we've discussed, namely, that if it
18 were that, then the payout would be so small that it almost
19 wouldn't justify the mailing cost. I mean, especially if there
20 are out-of-pocket costs claims.

21 In other words, one way to structure this would have
22 been: Look, if you have a plan for out-of-pocket cost, go
23 ahead and submit. You got to approve it, You got to submit
24 documentation, etc.

25 But if you don't have a claim for out-of-pocket costs,

1 or even if you do, we're going to send you a check with what's
2 left after we deduct the out-of-pocket costs. I mean, that
3 would have been one way to do this. No?

4 MR. LAUKAITIS: It could have been, yeah, but that
5 would -- yeah, as you mentioned, it's not practical because we
6 don't know if these addresses are still valid. And, honestly,
7 Judge --

8 THE COURT: Well, it's really not because the payoffs
9 would be so small.

10 MR. LAUKAITIS: Correct, right. And, look, if that's
11 possible, if we can get that kind of, you know, no claim form
12 process or no claim process, that's like a homerun for us when
13 we go into all these cases; right? But the fact set has to be
14 there.

15 THE COURT: But as a practical matter, aren't you
16 saying that it wouldn't be a homerun at all. It would be you
17 couldn't structure it that way because they're -- I mean, as
18 I'm hearing you, what you're saying is the practice in these
19 cases -- how many cases -- how many of these settlements have
20 you done, sir?

21 MR. LAUKAITIS: Um, we got about -- well, settling,
22 that have settled, probably about five to ten, but there's
23 cases that are settling and, you know, probably about a hundred
24 filed cases right now.

25 THE COURT: Okay. All right. Well, I guess what

1 I'm -- let me ask you -- let me cycle back here. I'm going a
2 little too fast, getting a little too far ahead.

3 I think I'd like to understand what the different
4 types of damages can be in these cases. I mean, none of this
5 is coming to me as a shock because, you know, I received -- any
6 American adult who has bank accounts and things like that
7 receives these notices. Oh, you know, we've learned that your
8 account was -- or you were part of 1,000 people or 10,000 or
9 20,000 people whose accounts were, you know, hacked or they had
10 a data breach and we're looking into this. We've frozen the
11 account or we've done this or we're going to provide credit
12 monitoring service for a certain amount of time, etc., etc.

13 We've all seen those. And so it doesn't shock me that
14 there -- you know, for most people, there isn't really a lot of
15 damages.

16 Now, one could say that, Well, you know, I have
17 damages because I want to buy a service that's going to monitor
18 my credit or something like that. That could be a kind of
19 damages here. And/or sometimes defendants will provide that
20 service sort of voluntarily. I did want to ask about that.

21 But I guess my point is -- and, you know, once and a
22 while somebody suffers real harm where it's a real identity
23 theft. They've gotten enough data where they have to go and
24 change, you know, change credit cards and deal with the Social
25 Security Administration or whatever, and then suddenly they're

1 spending a lot of time or hiring services. That's pretty
2 unusual, at least in my everyday experience. Maybe my everyday
3 experience is not typical. It's true that I said to myself,
4 it's not surprising the payouts are small, because the damages
5 are small.

6 Is that more or less your understanding? Or, in fact,
7 are there some cases where there really are substantial
8 damages?

9 MR. LAUKAITIS: No, that's right, Judge. And that's
10 why the structure of the settlement here makes sense; right?
11 Because the folks that can show documented damages should get
12 more than the folks who can't; right? So that's how we
13 structured it. If you can document your loss, send it in, it
14 will be verified, and, you know, you'll be compensated
15 accordingly. If you can't, you know, that's when the pro rata
16 comes in.

17 And you're right. Damages are tough. My niece just
18 got one. She's a five-year-old. She just got a claim form.
19 It's interesting; right?

20 So it's another reason why a lot of these cases,
21 Judge, are settling when they do. A lot of them are settling
22 around this time before a motion to dismiss or shortly after.
23 It's tough to calculate the damages. But, also, at the same
24 time, you know, defense has some risk there as well.

25 THE COURT: Well, I mean, I'll be candid with you. It

1 doesn't sound like they think they have a lot of risk if
2 they're paying, you know, you got -- this would be an expensive
3 case to litigate. There's been no discovery done, formal
4 discovery. And, um, you know, so a \$1.5 million settlement
5 isn't terribly expensive from the standpoint of a potential
6 class action.

7 I mean, if it got to a point where we had a motion to
8 certify a class or we're into litigation, the chance of the
9 Court certifying a class here are pretty high because it's
10 pretty hard to distinguish between the claimants. They've all
11 suffered -- whatever harm, if any, that was going to be
12 suffered, they've all suffered that harm. Some may have
13 suffered more, but that's not a reason not to certify a class.

14 So the likelihood, from a defendant's standpoint, is
15 well, you're eventually going to be facing the class, so that's
16 expensive almost by definition to defend a class action.

17 So, you know, I guess I'm just -- maybe we're just
18 kind of circling around the obvious, which is there just really
19 aren't much in the way of damages in these cases typically. Am
20 I right about that?

21 MR. LAUKAITIS: Yeah. Yeah, and, Judge, I would say
22 that, you know, when these claims come in, I think
23 predominantly most of them are going to be the no-doc claims,
24 so to speak, ones; right? So I think that's going to be the
25 majority of the claims coming in, so they will be undocumented.

1 THE COURT: And the 1 to 2 percent, when you say
2 that's sort of an average, that's all claims. In other words,
3 that's not just going to be claims for out-of-pocket costs.
4 That's what your expectation is based on the averages of all
5 claims in this case; right?

6 MR. LAUKAITIS: Correct, Judge. And that's when you
7 run the math here. And we ran some hypotheticals, but the
8 per-person amount here is something we're proud of. This isn't
9 a \$2 settlement. So there are -- you know, as a class action
10 lawyer, there are those kinds of cases where it's apparent.
11 But here the folks are going to get some real money out of
12 this, and, you know, we're proud of that.

13 And it's the common fund deal. And as you know,
14 Judge, those are better than claims-made deals where the
15 defendant is paying everything. And there's no reversion back
16 to the defendant too. I don't like doing those reversionary
17 deals, just basically just an illusionary claims-made deal, so
18 no funds are reverted. All the funds are going to go to the
19 class members.

20 THE COURT: Yeah. Let me ask you this: You talked
21 about the relief. I presume you were talking about relief
22 other than monetary relief, or were you talking about the
23 relief, the monetary relief only?

24 MR. LAUKAITIS: The monetary, yeah, the cash, Judge.
25 We're always trying to get, you know, a large cash component to

1 the class.

2 THE COURT: Okay.

3 MR. LAUKAITIS: We're going to do that here.

4 THE COURT: How is the -- how is the -- were the caps
5 on the payouts determined? Was it just sort of: Look, we got
6 to pick a cap somewhere because otherwise there's not going to
7 be significant payouts even if 1 to 2 percent do submit claims?
8 Or how were the caps determined on both the out-of-pocket and
9 the -- and the pro rata payout?

10 MR. LAUKAITIS: Sure, Judge. A lot of that is, again,
11 based on the other precedent of the other cases that I
12 mentioned, including that Marshall case out of the District of
13 Vermont, which was the similar out-of-pocket, you know, 5,000
14 out-of-pocket. You know, the pro rata distribution kind of
15 changes case by case. But, you know, essentially that's where
16 that cap came from.

17 But, you know, even when you're considering these, you
18 know, lower claims rates, Judge, you know, the class members
19 are still going to get -- for instance, we ran the numbers
20 here. Even if there's a 2 percent claims rate, and assuming no
21 one at all seeks out of pocket, so pro rata distribution would
22 be about \$436 per person. So we'll have some out-of-pocket
23 claims but probably not a lot.

24 THE COURT: And that's before deduction of attorney's
25 fees and the like; right?

1 MR. LAUKAITIS: Uh, that's after it, Judge, because
2 that's the money to the class; right? So we have -- and my
3 math -- I ran the math, Judge, here. It's about \$774,000 to be
4 paid to the class members after you account for the service
5 awards, the estimated admin costs and attorney's fees and
6 costs.

7 THE COURT: You got a lower number than I did. I
8 thought it would be -- if it was -- so it's 1525000 minus the
9 request for attorney's fees, which I haven't actually seen yet
10 and I don't know if I'm going to grant. But the request that's
11 anticipated is about 508,000. The administrative costs
12 estimate is 117,000, and the service awards taken together I
13 thought were 7500. My math was I guess about 891,000 at that
14 point.

15 MR. LAUKAITIS: Yeah, and my math might be a little
16 off, Judge, and I apologize.

17 THE COURT: Well, mine might be too. I don't know.
18 But, um, let me ask another question while we're on those --
19 subject of those deductions.

20 There's a reference to taxes and the like. I assume
21 that refers to taxes on any interest earned while the fund is
22 sitting there, or does it refer to something else?

23 MR. LAUKAITIS: That's correct, Judge.

24 THE COURT: Okay.

25 MR. LAUKAITIS: So typically -- yeah, if you have any

1 questions about that.

2 THE COURT: And who -- who gets that interest?

3 MR. LAUKAITIS: Uh, it's going to go back -- it's
4 going to go back to the class, Judge. Our interest-bearing
5 account, we have to -- we have to still go over that with the
6 claims administrator. Sometimes, Judge -- it's an interesting
7 world we live in now, financially. Sometimes these funds don't
8 go into interest-bearing accounts. We always try to shoot for
9 that. So -- but, yes, you're correct.

10 THE COURT: All right. Thank you, Mr. Laukaitis.

11 I do have some questions for defense counsel. First
12 of all, did defense counsel want to add anything or comment to
13 anything Mr. Laukaitis and I discussed.

14 MR. SEUSING: Morning, Your Honor. Chris Seusing for
15 defendant. Thank you for the opportunity to speak.

16 I think just to add, to echo what Attorney Laukaitis
17 was saying, we too, value these matters based on comparable
18 class action settlements in this space. And in fact, as far as
19 I'm still aware, there's not a reported jury verdict in terms
20 of any damages about analysis for data breach class actions.
21 So it's really strictly related to what other types of matters,
22 settling how large the class is and the types of information at
23 issue. So, again, we look at the same cases that Attorney
24 Laukaitis and his firm looked at for comparable valuation.

25 One other thing I'll just add, I think when you were

1 talking about the numbers, Your Honor, and the math --

2 THE COURT: Yes.

3 MR. SEUSING: -- there's an additional charge. And
4 I'm not sure if I heard you say this, but the class settlement
5 administrator has estimated costs about 120,000, so that would
6 also --

7 THE COURT: I thought -- I had written down 117 for
8 those costs.

9 MR. SEUSING: Okay. I just want to make sure.

10 THE COURT: That's what you refer to in the settlement
11 as I think administrative costs, if I'm not mistaken?

12 MR. SEUSING: Yes, Your Honor.

13 THE COURT: No, I did get that. But thank you for
14 checking.

15 MR. SEUSING: Thank you.

16 THE COURT: I had a question for you as well. So did
17 your client offer any kind of -- I don't know -- credit
18 monitoring or credit freezes or anything like that?

19 MR. SEUSING: Yes, Your Honor. So there was a one
20 year of credit monitoring was mailed out to all individuals.
21 My understanding that of the 86,000 or so notices that actually
22 went out that weren't returned as undeliverable, that 23 people
23 signed up.

24 THE COURT: Only 23 people signed up for the credit
25 monitoring?

1 MR. SEUSING: Correct, which, according to my math --

2 THE COURT: Did they have to pay for it, or did your
3 client offer it free for a year?

4 MR. SEUSING: They're free. That's free for a year.

5 THE COURT: Wow, okay. Interesting.

6 Okay, just a couple comments on some specifics. So
7 with regard to the -- let's see now. Let me find it here.

8 So I'm looking at what is one of the notices. I'm not
9 sure if it's the short form or the long form. Let's see. It's
10 the short form. It's Exhibit A to the Settlement Agreement.
11 So I could tell you I don't -- and this is the first time I've
12 ever seen this in a settlement, in a class settlement, telling
13 people to visit the Clerk's Office to get more information
14 about the settlement. Not a good idea and not helpful to the
15 Court at all, frankly. So I would prefer that you take that
16 out, "or visiting the Clerk of the Court for the United States
17 District Court." They're not going to get as good information
18 about the settlement as if they call you. And we're certainly
19 not wanting to invite a flood of people either. So I would
20 request that you take that out.

21 And then, as for a few other specifics, on the claim
22 form -- right. And maybe -- maybe what you're contemplating is
23 some of the claim form will be -- you know, is not available to
24 you because it's going to be online, parts of it that I don't
25 see.

1 But it doesn't -- it doesn't talk about submitting
2 proof if you have out-of-pocket costs. It just -- I'm looking
3 at Exhibit C now. It describes, you know, the deadline, and
4 then it says there's a link to the settlement on the website,
5 describes your legal rights and options. "To receive benefits
6 from the settlement, you must provide all the information
7 below." And that's just your name and mailing address, phone
8 number and e-mail address, but it doesn't say anything about
9 submitting proof. So that was the second thing I wanted to
10 bring to your attention.

11 And then the last thing was the proposed order seems
12 to be based on Pennsylvania law. I don't know; maybe you used
13 a form or something and didn't update it. But I think that I
14 would need to see that updated so that it says Rule 23, for
15 example, and it conforms with Rule 23, more importantly, in
16 substance rather than "231 Pa Code 1700 et seq.," which is
17 what's cited in there.

18 Were there any questions about those three comments?

19 MR. LAUKAITIS: Judge, Kevin Laukaitis for the
20 plaintiffs. No, all of those comments are, um -- we'll correct
21 all those. And our apologies there. I think you're right
22 about that. We used a stock form on the order. So we'll get
23 that corrected. And you are correct in that there will be an
24 online process and, you know, there will be a screen that pops
25 up directing the class members to submit their proof. But we

1 can make that all clear, Judge.

2 THE COURT: Okay. Let's do that, yeah. All right.
3 Why don't you then -- I think that was really what I had.
4 Let's see.

5 All right. Why don't you then resubmit -- you don't
6 have to resubmit everything if you don't want to. Certainly
7 resubmit, you know, the things we just said, the claims form,
8 the proposed order, um, and actually I can't remember what the
9 third thing was, whatever else I mentioned.

10 MR. LAUKAITIS: Contacting the court, Judge.

11 THE COURT: Yes, the claim form, the claim form.
12 Thank you. Thank you.

13 MR. LAUKAITIS: Going back to that, Judge, too, I
14 agree that on the notice we have the basic class contact. So
15 all our information is there, but we can remove that too.

16 THE COURT: That would be great. Yeah, that's from
17 the notice, yeah.

18 Okay. I think that's all I had. So thank you for
19 calling in. And when do you think you'll be able to submit the
20 revised items?

21 MR. LAUKAITIS: Um, what is it today, Judge? It's
22 Wednesday?

23 THE COURT: First of May.

24 MR. LAUKAITIS: We can certainly get it to you in less
25 than a week.

1 THE COURT: All right. Why don't we say by May 8th
2 then?

3 MR. LAUKAITIS: That's fine for plaintiffs, Your
4 Honor.

5 THE COURT: All right. So we'll issue an order to
6 that effect.

7 Is there anything else anybody wanted to raise?

8 MR. LAUKAITIS: Nothing from plaintiffs, Your Honor.
9 Thank you for your time.

10 THE COURT: Yup.

11 MR. SEUSING: Nothing from the defense, Your Honor.

12 THE COURT: Thank you all for calling in. Thank you.

13 (Proceedings concluded at 11:33 a.m.)
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C E R T I F I C A T E

JESSICA GUERRERO, ET AL., VS. MERRITT HEALTHCARE HOLDINGS, LLC
NO. 3:23-CV-389 (MPS)

I, Julie L. Monette, RDR, CRR, CRC, Official
Court Reporter for the United States District Court for the
District of Connecticut, do hereby certify that the foregoing
pages are a true and accurate transcription of my shorthand
notes taken in the aforementioned matter to the best of my
skill and ability.

/S/ JULIE L. MONETTE

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