

JANE DOE NO. 1, JANE ROE NO. 1,
JANE ROE NO. 2, and JANE ROE NO. 3

Plaintiffs,

v.

THE JOHNS HOPKINS HOSPITAL,
JOHNS HOPKINS COMMUNITY
PHYSICIANS, and
JOHNS HOPKINS HEALTH SYSTEM
CORPORATION

Defendants.

: IN THE
:
: CIRCUIT COURT
:
: FOR
:
: BALTIMORE CITY
:
: Case No.: 24-C-13-001041
:

**ORDER CONDITIONALLY CERTIFYING A MANDATORY SETTLEMENT CLASS
SOLELY TO FACILITATE SETTLEMENT DISCUSSIONS UNDER MARYLAND
RULE 2-231(B)(1)(B), AND TEMPORARILY STAYING LITIGATION AGAINST
JOHNS HOPKINS AND RELATED PARTIES**

Having reviewed the parties' Joint Motion for Conditional Class Certification Case No.: 24-C-13-001041 dated October __, 2013 ("Joint Motion"), the Memorandum of Law in Support of the Joint Motion, and all other materials thereto, it is ORDERED on this 30th day of October 2013 that:

1. Pursuant to Maryland Rule 2-231(c), Case No.: 24-C-13-001041 (as consolidated with Case No. 24-C-13-001251) is conditionally certified as a consolidated class action under Maryland Rule 2-231(b)(1)(B) for purposes of settlement negotiations.
2. The settlement class shall be maintained as a mandatory class, known as the "LEVY Settlement Class", consisting of all persons or all such persons' personal representatives, heirs or assigns, wherever located, who have or may in the future have any claim against (1) Nikita A. Levy, M.D. ("Dr. Levy") or the Estate of Nikita A. Levy, or (2) The Johns Hopkins Health System Corporation, The Johns Hopkins Hospital or Johns Hopkins Community

Physicians (or any other person or entity affiliated with Johns Hopkins), arising out of, based upon, related to, or involving injuries and damages claimed as a result of the Dr. Levy's photographing or videotaping activities or boundary violations while he was an actual or apparent agent, servant, or employee of Johns Hopkins.

3. This Order shall be deemed to certify conditionally the class solely for purposes of settlement negotiations. After reviewing the Plaintiffs' consolidated Amended Complaint, the Parties' Joint Motion for Conditional Class Certification and the accompanying Memorandum of Law in support of the Joint Motion, the Court finds that the parties have met their burden of demonstrating that conditional certification of a settlement class is appropriate at this time.

4. Subject to further orders of the Court, plaintiffs Jane Doe No. 1, Jane Roe No. 1, Jane Roe No. 2, and Jane Roe No. 3 are designated as Representative Plaintiffs for the settlement class. The settlement class shall be represented by the Steering Committee appointed by the Court following consideration of the Plaintiffs' Motion for Appointment of a Steering Committee. Communications by counsel other than the Steering Committee to putative class members concerning these cases shall comply with Maryland Rule of Professional Responsibility 4.2.

5. Based on the materials submitted in support of the parties' Joint Application, the Court conditionally finds, only for purposes of permitting the parties to seek to negotiate a settlement, that:

- a. The LEVY Settlement Class is so numerous that joinder of all members is impracticable;

- b. There are questions of law or fact common to the LEVY Settlement Class;
- c. The claims of the Representative Plaintiffs are typical of the claims of the LEVY Settlement Class;
- d. The Representative Plaintiffs will fairly and adequately protect the interests of the LEVY Settlement Class and Plaintiffs' counsel is qualified to represent the settlement class;
- e. The assets of Johns Hopkins are protected from claims by the Maryland doctrine of charitable immunity, such that the assets available to satisfy any settlement are limited to Johns Hopkins' insurance coverage.
- f. As a result, the ongoing prosecution of separate actions by individual members of the LEVY Settlement Class would create a risk of adjudications with respect to individual LEVY Settlement Class members that would, as a practical matter, be dispositive of the interests of the other LEVY Settlement Class members not parties to these proceedings or substantially impair or impede their ability to protect their interests.

6. The class certification allegations of the Plaintiffs' Amended Complaint are hereby deemed amended to the extent necessary to conform to the class definition and the provisional findings set forth in paragraphs 1 and 2 above. Defendants are deemed to have denied all allegations of the Amended Complaint.

7. If a settlement is reached the parties shall notify the Court and shall seek approval of the settlement and final class certification ("Approval Date"), under procedures to be established by further order of this Court.

8. The Parties shall report to the Court on the status of the settlement negotiations within 180 days of the date of this Order. Thereafter, the Parties shall notify the Court of the status of their settlement discussions as directed by the Court.

9. If no settlement is reached, the parties shall notify the Court within fifteen (15) days following termination of their negotiations ("Termination Date"), and this Order shall be vacated automatically and shall be null and void, except that paragraphs 10 and 11 of this Order shall survive and remain in full force and effect. The Parties shall retain all of their respective rights, remedies, objections, arguments or defenses with respect to class certification and to the merits of these actions should the parties not reach a settlement.

10. No party shall use any factual or legal position asserted in support of this Order or this Order itself as an admission, judicial estoppel, as a finding or legal conclusion or otherwise, in any this or in any other proceeding, in the event the parties do not reach a settlement in this matter.

11. If no settlement is reached, there shall be a 180-day "Grace Period" beginning on the day that the conditional settlement class is dissolved. During the Grace Period, the Defendants shall not assert any statutes of limitations and/or statutes of repose applicable under common law, under federal, state or local statutory law, or any other time-related defenses, including laches, with respect to Plaintiffs' claims here, other than a defense that the claim was already barred as of February 22, 2013, when Plaintiffs filed the first putative class action complaint. The Defendants reserve all applicable time-based defenses to any claim filed by a

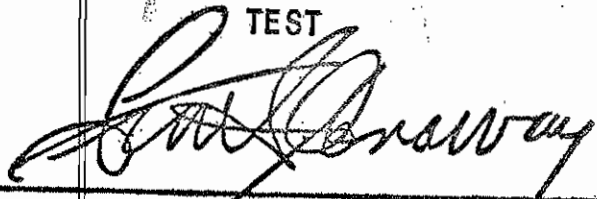
member of the settlement class after the Grace Period ends. The Plaintiffs shall have preserved all causes of action, rights and remedies provided by law which were available to them as of February 22, 2013, the date on which the first class action complaint was filed, but nothing in this Order shall be deemed to shorten any applicable statute of limitations.

12. Permanent certification of a settlement class and approval of any proposed class settlement are expressly conditioned upon a further evidentiary showing by the Parties that the settlement class meets all criteria of Maryland Rules 2-231, and that a "limited fund" or other circumstances exist satisfying the criteria for a mandatory class certification under Maryland Rule 2-231, and that the proposed settlement satisfies the fairness, adequacy and reasonableness standard of the Maryland Rule 2-231 and is in the best interests of the class and should be approved under Maryland Rule 2-231.

13. In accordance with Maryland Rule 2-231(e), the parties shall give Notice to the settlement class of this Order (1) by direct mail to those putative class members who can be identified through Johns Hopkins' electronic billing records; and (2) by publication notice. The parties shall submit a supplemental notice plan and the proposed form(s) of notice for approval by the Court within 20 days of execution of this Order.

DATED:

**TRUE COPY
TEST**



FRANK M. CONAWAY, CLERK

Judge's Signature Appears
On Original Document

Judge, Circuit Court for Baltimore City