

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire (“Class Representatives”), on behalf of themselves and all others similarly situated, and Defendant Community Medical Centers, Inc. (“Defendant” or “CMC”) (collectively, the “Parties”), hereby enter into this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), subject to Court approval. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties stipulate and agree as follows:

I. RECITALS

WHEREAS, Plaintiffs separately filed complaints against Defendant making substantially similar allegations against Defendant related to an October 2021 data incident (the “Incident”). Thereafter, Plaintiffs Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, and Aholiva Justiniano Miranda filed a Corrected Consolidated Class Action Complaint in the lead case, No. STK-CV-UNPI-2021-10404 on June 9, 2022 asserting causes of action for (1) Negligence; (2) Breach of Implied Contract; (3) Breach of Implied Covenant of Good Faith and Fair Dealing; (4) Invasion of Privacy; (5) Unjust Enrichment; (6) Violations of the California Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*); and (7) Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*).

WHEREAS, in the Corrected Consolidated Class Action Complaint (the “Complaint”), Class Representatives seek to certify a class of approximately 656,000 persons affected by the Incident as follows:

All individuals residing in the United States whose personal health information (“PHI”) and/or personally identifiable information (“PII”) was compromised in the data incident first announced by Defendant on or about October 25, 2021 (the “Nationwide Class”).

As well as a subclass defined as follows:

All individuals residing in California whose PHI/PII was compromised in the data incident first announced by Defendant on or about October 25, 2021 (the “California Subclass”).

WHEREAS, since the filing of the Complaint, CMC has identified and given notice of the Incident to additional Class Members, bringing the total number of Class Members to 678,704.

WHEREAS, on April 20, 2022, the Court appointed Scott Edward Cole of Cole & Van Note and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP Co-Lead Counsel to represent the Class Members.

WHEREAS, CMC denies liability, and Plaintiffs and CMC recognize the outcome of the Action and the claims asserted in the Complaint are uncertain, and that pursuing the Action to judgment would entail substantial cost, risk, and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Action and have participated in two mediation sessions with two well-respected former judges and mediators, Hon. James Ware (Ret.) and Hon. Morton Denlow (Ret.), concerning the issues raised by Class Representatives in the Action, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action, or that could have been asserted based upon the facts alleged in the Action, by or on behalf of Class Representatives and the Class;

WHEREAS, Class Representatives, by and through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action; (b) engaged in investigation of the claims asserted in the Action, including informal discovery obtained by Class Representatives in connection with the Action and prior to execution of this Agreement; and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that CMC likely would assert;

WHEREAS, Plaintiffs' counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in Class Representatives' interest, and the interest of all Class Members, to resolve this Action, and any and all claims against CMC arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, CMC does not believe Class Representatives' claims are meritorious and has denied and continues to deny any and all claims alleged by Class Representatives, and has denied and continues to deny that it is legally responsible or liable to Class Representatives or any member of the Class for any of the matters and/or claims asserted in this Action, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Class Representatives and all members of the Class relating to claims which were or could have been asserted by Class Representatives and the Class in this Action relating to the alleged practices and Incident at issue;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

WHEREAS, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Class Representatives, individually and on behalf of the Class, and CMC;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. “Action” means the cases consolidated as *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404 (Superior Court of the State of California, County of San Joaquin).

B. “CMC” means Community Medical Centers, Inc., the defendant in the Action.

C. “Class” and “Settlement Class” mean the class defined as: “All individuals residing in the United States whose PHI/PII was compromised in the data incident first announced by Defendant on or about October 25, 2021.” Officers of Defendant, the judges presiding over the Action and members of their immediate family, and Class Members who submit a Request for Exclusion, are excluded from the Class.

D. “Class Counsel” means Scott Edward Cole of Cole & Van Note and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP.

E. “Claim Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court.

F. “Claim Form” means the form a Final Settlement Class Member must submit to receive a Settlement Share under this Agreement, substantially similar to **Exhibit 1**.

G. “Class Members” and “Settlement Class Members” mean members of the “Class” and “Settlement Class” as set forth in paragraph C above.

H. “Class Notice” means the Court-approved form of notice to the Class posted on the Settlement Website substantially similar to **Exhibit 2** hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) the settlement benefits available to Final Settlement Class Members; and (iv) their opportunity to participate in, object to, or exclude themselves from the Settlement.

I. “Class Notice Date” means thirty-seven (37) calendar days after the Court’s entry of the Preliminary Approval Order.

J. “Class Representatives” means Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire.

K. “Court” means the Superior Court of the State of California, County of San Joaquin.

L. “Defendant’s Counsel” means David Ross of Wilson Elser Moskowitz Edelman & Dicker LLP.

M. “Effective Date” means the date by when: (a) if there are no objections to the Settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, then the date the Court enters the Final Approval Order; or (b) if an objection to the settlement has been submitted by a member of the Final Settlement Class found by the Court to have standing to object, sixty-five (65) calendar days after the Court enters the Final Approval Order; or (c) if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order has been filed by a member of the Final Settlement Class found by the Court to have standing to object, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Final Approval Order have been finally and conclusively dismissed with no right to pursue further remedies or relief.

N. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide approving payment of any Service Award and Plaintiffs’ Counsel’s Fees and Expenses.

O. “Final Approval Order” means the Final Approval Order and separate Judgment of the Court that approve this Settlement Agreement and make such other final rulings as are contemplated by this Settlement Agreement, substantially similar to the order and judgement collectively attached to this Agreement as **Exhibits 5 and 6**, respectively.

P. “Final Settlement Class” refers to all members of the Settlement Class who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement.

Q. “Final Settlement Class Member” refers to a member of the Final Settlement Class.

R. “Incident” means the data incident first announced by Defendant on or about October 25, 2021.

S. “Objection Date” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Plaintiffs’ Counsel’s Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

T. “Parties” means Plaintiffs and Defendant.

U. “Plaintiffs” or “Class Representatives” means Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda and Robert Donaire.

V. “Plaintiffs’ Counsel’s Fees and Expenses” means 33 1/3 % of the gross settlement amount, or \$641,666.67, for attorneys’ fees plus reasonable expenses of Plaintiffs’ counsel, paid from the Settlement Fund, subject to approval of the Court.

W. “Postcard Notice” means the summary notice to be sent by U.S. Mail, substantially similar to the notice attached as **Exhibit 3**.

X. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement, substantially similar to the order attached as **Exhibit 4**.

Y. “Released Claims” means the claims released by this Settlement Agreement, as set forth in Section X.

Z. “Released Parties” means CMC, and its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of their respective past and present directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns, and related or affiliated entities.

AA. “Request for Exclusion” means a timely and valid request by any Class Member for exclusion from the Settlement. To the extent any Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid and the Claim Form will be processed.

BB. “Request for Exclusion Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for Class Members to request exclusion from the Settlement.

CC. “Service Award” means the amount to be paid to each Class Representative to compensate him or her for the time and effort on behalf of the Class, subject to approval of the Court, and which shall not exceed an amount of two thousand, five hundred dollars (\$2,500) to each of the Class Representatives.

DD. “Settlement” and “Settlement Agreement” mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

EE. “Settlement Administrator” means CPT Group Class Action Administrators (“CPT”).

FF. “Settlement Share” refers to the pro rata payment as calculated in Section IV.F. to which a member of the Final Settlement Class who timely submits a valid Claim Form becomes entitled pursuant to this Settlement. To be timely, a member of the Final Settlement Class must submit a timely and valid Claim Form by the Claim Deadline.

GG. “Settlement Website” means the website (www.communitysettlement.com) to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following: (1) the Class Notice; (2) the Claim Form; (3) the Preliminary Approval Order; (4) this Settlement Agreement; (5) the Complaint; and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit the Claim Form electronically.

III. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with CMC's pre-filing review, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable at the election of Class Representatives or Defendant with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, the Court must enter Judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Final Approval Order. The Final Approval Order must enjoin the prosecution of any litigation or class action by Plaintiffs or any Class Member related to or arising out of the Complaint and Action.

IV. SETTLEMENT TERMS

A. **Cash Payment:** CMC agrees to pay Plaintiffs and the Class one million, nine hundred and twenty-five thousand dollars (\$1,925,000.00). The cash payment of one million, nine hundred and twenty-five thousand dollars (\$1,925,000.00) will be referred to as the "Settlement Fund." No later than fourteen (14) calendar days after entry of the Preliminary Approval Order, and upon the receipt of sufficient payment information from the Settlement Administrator, Defendant will advance to the Settlement Administrator the estimated cost of providing notice to Class Members. The balance of the amount required by Defendant to be paid to the Settlement Administrator in connection with the Final Approval Order will be due within ten (10) business days of the Effective Date. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the payment of the balance of the Settlement Fund. Under no circumstances will CMC have any further monetary payment obligation other than the payment of the Settlement Fund. There will be no reversion of the Settlement Fund to CMC. A portion of the Settlement Fund may be allocated by the Settlement Administrator for the purchase of the Identity Theft Protection Package.

B. **Payments from Settlement Fund:** The costs of settlement administration, including notice and distributions to members of the Final Settlement Class, the costs of administering the Settlement Fund, and reasonable fees of the Settlement Administrator, Plaintiffs' Counsel's Fees and Expenses and Class Representatives' Service Awards shall be paid exclusively from the Settlement Fund. There will be no reversion of the Settlement Fund to CMC.

C. **Service Awards to the Class Representatives:** Class Counsel will move the Court for a Service Award payment from the Settlement Fund for each Class Representative in an amount not to exceed two thousand, five hundred dollars (\$2,500) in recognition of the risks taken by them as the Class Representatives in commencing the Action, both financial and otherwise. Defendant will not oppose Class Counsel’s request for Service Award payments from the Settlement Fund in these amounts. The Service Awards shall be in addition to the other benefits provided by the Settlement to Final Settlement Class Members. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund the Service Award to each Class Representative in the manner directed by Class Counsel within fourteen (14) business days after the Effective Date.

D. **Payment of Plaintiffs’ Attorneys’ Fees and Costs:** Class Counsel will move the Court for an award of Plaintiffs’ counsel’s attorneys’ fees to be paid from the Settlement Fund in an amount not to exceed Six Hundred and Forty-One Thousand, Six Hundred and Sixty-Six dollars and Sixty-Seven cents (\$641,666.67), which is 33 1/3% of the Settlement Fund, plus reasonable litigation costs and expenses. Defendant will not oppose Class Counsel’s request for reasonable attorneys’ fees and litigation costs from the Settlement Fund in this amount. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys’ fees, costs, and expenses awarded by the Court among Plaintiffs’ counsel. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any Plaintiffs’ Counsel’s Fees and Expenses in the amounts awarded by the Court within fourteen (14) business days after the Effective Date. Payment will be made as directed by Class Counsel.

E. **Payment of Settlement Share to Class Members:** Each member of the Final Settlement Class who submits a timely and valid Claim Form electing the Settlement Share benefit shall be entitled to receive to a pro rata cash distribution payment from the Settlement Fund referred to as the “Settlement Share.” The Settlement Administrator shall calculate the Settlement Share by (i) taking the Settlement Fund; (ii) subtracting the amounts to be paid for the cost of the Identity Theft Protection Package, the cost of settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Plaintiffs’ Counsel’s Fees and Expenses and Class Representatives’ Service Awards, as approved by the Court (= Z); and (iii) dividing the sum of such number by the number of Class Members who do not opt out of the Settlement and who submitted a timely and valid Claim Form selecting a Settlement Share by the Claim Deadline (= X) as represented in the following formula:

$$\text{Settlement Share} = \frac{\text{Settlement Fund} - Z}{X}$$

V. REQUESTS FOR CASH PAYMENTS OR IDENTITY THEFT PROTECTION BY CLASS MEMBERS

A. Members of the Final Settlement Class will be required to submit a Claim Form to receive either: (1) thirty-six (36) months of identity-theft protection and fraud resolution services, called “Financial Shield” by Pango (described *infra*, § VI); or (2) a pro rata cash distribution payment from the Settlement Fund referred to as the “Settlement Share.” Each Final Settlement Class Member is limited to the submission of one Claim Form and in no event shall a Final

Settlement Class Member receive more than either the Identity Theft Protection Package or one Settlement Share. The Settlement Administrator will issue Settlement Share checks only to Final Settlement Class Members who submit timely and valid Claim Forms electing a Settlement Share. To be entitled to receive the Identity Theft Protection Package or a Settlement Share under this Agreement, Class Members must properly complete a Claim Form selecting either the Identity Theft Protection Package or the Settlement Share option and timely deliver it to the Settlement Administrator within forty-five (45) days from the Class Notice Date. The delivery date for submission of a Claim Form is deemed to be the date (a) the form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive the Identity Theft Protection Package or a Settlement Share under this Agreement but will still be able to obtain other benefits provided by the Settlement.

B. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with a weekly report informing them of any and all Claim Forms received by to the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file a Declaration reporting on the mailing of the Class Notice and identifying the number of Claim Forms, Requests for Exclusion and objections received no later than sixteen (16) court days prior to the Final Approval Hearing.

C. Amount of Settlement Share Checks sent to Class Members: The amount of each Settlement Share check sent to members of the Final Settlement Class who submit a timely and valid Claim Form will be determined by the Settlement Administrator by making a calculation of a pro rata cash distribution payment from the Settlement Fund to all members of the Final Settlement Class who submit a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.E. and V.A. If the Court approves the amounts to be requested for settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Plaintiffs' Counsel's Fees and Expenses, and Class Representatives' Service Awards, a Settlement Share check is estimated to be approximately thirty-nine dollars and nine cents (\$39.09) if the total number of timely and valid Claim Forms electing a Settlement Share or the Identity Theft Protection Package equals 20,361 (or 3% of the 678,704 Settlement Class Members).

D. Disbursement of Settlement Share Checks: Within thirty (30) days of the Effective Date, the Settlement Administrator will disburse Settlement Share checks to each Final Settlement Class Member who submits a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.E and V.A. For any Settlement Share check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator will make reasonable efforts to find a valid address, including skip tracing, and resend any returned Settlement Share check within thirty (30) days after the Settlement Share check is returned to the Settlement Administrator as undeliverable.

E. Failure to Cash Settlement Share Checks: Absent a demonstration of reasonable circumstances for excuse, any Settlement Share check not cashed within ninety (90) days of issuance (based on the date of the check) will be deemed expired. Any member of the Final Settlement Class who does not cash their Settlement Share check within the aforementioned time

period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement Share check, and the Settlement Administrator will issue a new check. Members of the Final Settlement Class are entitled to only one petition on this basis, and any Settlement Share check reissued for such reasonable circumstances will expire within thirty (30) days of issuance (based on the date of the check). Final Settlement Class Members who do not timely cash their Settlement Share checks and who fail to petition for a reissuance of the uncashed Settlement Share check will be considered as having waived any right to a cash payment under the Settlement Agreement but will still be able to obtain other benefits provided by the Settlement. In no event will a Final Settlement Class Member be permitted to cash a check once the value of uncashed checks has been paid to a *cy pres* organization (pursuant to Section V.F.).

F. Payment of Uncashed Checks to a Cy Pres Organization (if necessary): The total amount of uncashed Settlement Share checks will be paid to a charitable organization to be agreed upon by CMC and Class Counsel, and approved by the Court, for the provision of services to victims of identity theft and fraud-related crimes or, alternatively, to a charitable organization that conducts services the Court deems appropriate given the facts underlying the Action.

VI. IDENTITY THEFT PROTECTION PACKAGE ACTIVATION

A. Disbursement of Activation Codes for Identity Theft Protection Package: Within fourteen (14) days following entry of the Final Approval Order, the Settlement Administrator will provide CMC a list of all Class Members who elected to receive thirty-six (36) months of identity-theft protection and fraud resolution services called “Financial Shield” by Pango on their Claim Form. “Financial Shield” includes, at least, the following, or similar, services:

1. Up to \$1,000,000 reimbursement insurance through AIG covering losses due to identity theft and stolen funds;
2. Financial transaction monitoring, including monitoring of all financial accounts registered by the Settlement Class Member, such as credit card accounts, bank accounts (checking and savings) and investment accounts, for transactions exceeding selected thresholds;
3. Continuous monitoring for high-risk transactions, including payday loans, wire transfers, and account openings, that involve the Settlement Class Member’s personal information;
4. Notification of attempts to use the Settlement Class Member’s Social Security number as part of an identity verification event, such as requesting a replacement credit or debit card; filing an insurance claim; updating personal information on an existing account; and/or opening a new account;
5. Fictitious identity monitoring, which notifies the Settlement Class Member when his or her Social Security number is being used in association with someone else’s name and/or address;
6. Online tax fraud monitoring and alerts, which monitors online income tax filings through TurboTax and alerts the Settlement Class Member if a tax return is filed using his or her Social Security number;

7. Home title monitoring, including monitoring properties identified by a Settlement Class Member and notifying the Settlement Class Member when an existing property title is changed, removed, or new titles are added to his or her name;
8. Dark web monitoring, which monitors the dark web for the Settlement Class Member's personal information;
9. Public record monitoring, which monitors public records for address changes, automotive tickets, and arrests associated with the Settlement Class Member's name and Social Security number;
10. Credit security freeze assistance, which provides the Settlement Class Member a central location to link to one of ten different consumer reporting agencies to freeze and unfreeze his or her credit files; and
11. Lost wallet protection, which provides a customer support line where the Settlement Class Member can receive help in canceling and replacing lost credit cards.

B. CMC shall prepare in Excel format a spreadsheet that includes each such Class Member's Date of Birth information, which is necessary for the processing of Identity Theft Protection Package benefits, to the extent CMC has such information in its records. If CMC does not have such information, CMC shall advise the Settlement Administrator, which shall request such information from the Class Member. CMC agrees that the Settlement Administrator can disclose the total number of Class Members on the list who will be at least eighteen (18) years old by the end of the activation period with Class Counsel. No later than thirty (30) days after the Effective Date, the Settlement Administrator will send to Pango (i) payment for the Identity Theft Protection Package for all Final Settlement Class Members who elected to receive the Identity Theft Protection Package on their Claim Form and (ii) a list of such Final Settlement Class Members in order to allow Pango to send the Settlement Administrator activation codes for each member of the Final Settlement Class who elected to receive the Identity Theft Protection Package in order to activate their Identity Theft Protection Package subscription.

C. Activation of Identity Theft Protection Package subscription: Final Settlement Class Members who validly elected the Identity Theft Protection Package will have ninety (90) days after the code is sent by Pango to them to activate their Identity Theft Protection Package subscription. Any member of the Final Settlement Class who fails to activate their Identity Theft Protection Package subscription by the activation deadline will be considered as having waived any right to activate their Identity Theft Protection Package subscription but will still be able to obtain other benefits provided by the Settlement.

VII. SETTLEMENT ADMINISTRATION

A. Engagement of Settlement Administrator. Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage CPT as the Settlement Administrator, which shall be paid reasonable fees, estimated not to exceed \$450,000.00, exclusively from the Settlement Fund.

B. Class Member Information. No later than seven (7) days after entry of the Preliminary Approval Order, CMC shall provide the Settlement Administrator with Settlement

Class Member information necessary for the Settlement Administrator to mail the Postcard Notice to Settlement Class Members.

C. Duties of Settlement Administrator. In addition to other duties as set forth in this Agreement, the Settlement Administrator shall be solely responsible for the following:

1. Preparing, printing, and disseminating the Postcard Notice to Class Members.
2. Not later than the Class Notice Date, sending by First Class Mail the Postcard Notice to all known Class Members. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable Class Member contact information prior to the date of mailing of the first Postcard Notice. For those Postcard Notices that are returned as undeliverable with a forwarding address, the Settlement Administrator will forward the Postcard Notice to the new address. For those Postcard Notices that are returned as undeliverable with no forwarding address, the Settlement Administrator will run a skip trace in an attempt to obtain a current address and re-mail Postcard Notices to any current addresses it locates.
3. From the date of mailing of the first Postcard Notice, and thereafter for six (6) months after the Effective Date, maintaining (i) the Settlement Website, www.communitysettlement.com; and (ii) an 800 number with recorded answers to commonly asked settlement questions, the ability to leave a message and request a call back, and reference to the Settlement Website.
4. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which each request was mailed.
5. Keeping track of Claim Forms, including maintaining the original mailing envelope in which each form was mailed.
6. Keeping track of objections, including maintaining the original mailing envelope in which each objection was mailed.
7. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed.
8. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Class Members.
9. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion; (ii) copies of any objections; and (iii) all other written or electronic communications received from Class Members.

10. Determining whether Requests for Exclusion comply with the terms of this Agreement and are timely and valid and effective to exclude the submitting Class Member from the Class.
11. Determining whether Claim Forms comply with the terms of this Agreement and are timely and valid.
12. Promptly preparing and distributing any rejection of a Request for Exclusion to the submitting Class Member. Rejections shall set forth the reasons for rejection, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement.
13. Promptly preparing and distributing notices of deficiencies to the submitting Class Member that sets forth the reasons their Claim Form is deficient, including the reason(s) the Claim Form fails to comply with the terms of this Agreement.
14. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections.
15. Establishing a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Settlement Fund payment, ensuring that all taxes associated with the administration of the Settlement Fund are timely paid to the appropriate tax authorities and all tax filings are timely filed, which taxes shall be paid from the Settlement Fund.
16. Determining the Settlement Share of each member of the Final Settlement Class in accordance with this Agreement.
17. Preparing a list of Final Settlement Class Members.
18. Not later than thirty (30) days after the Effective Date, distributing the Settlement Share of each Final Settlement Class Member who submitted a timely and valid Claim Form by sending a check by First Class Mail to each such member in the amount of the Settlement Share.
19. Not later than thirty (30) days after the Effective Date, sending payment to Pango for Identity Theft Protection Package for all members of the Final Settlement Class who elected to receive the Identity Theft Protection Package benefit.
20. Not later than thirty (30) calendar days after the Effective Date, distributing by First Class Mail the activation codes to each Final Settlement Class Member who elected to receive the Identity Theft Protection Package.

21. Not later than fourteen (14) calendar days after the Effective Date, distributing any Service Award approved by the Court in the amount of the award approved by the Court to their attorneys of record.
22. Not later than fourteen (14) days after the Effective Date, preparing and distributing, in accordance with this Agreement and the Final Approval Order, Plaintiffs' counsel's reasonable attorneys' fees and costs as directed by Class Counsel.
23. Confirming in writing its completion of the administration of the Settlement.

D. Costs of Settlement Administration. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Postcard Notice, Settlement Website, and toll free telephone line, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees shall be paid to the Settlement Administrator from the Settlement Fund, subject to the approval of the Court.

VIII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than forty-five (45) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and be personally signed, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must provide Class Counsel with a declaration identifying all Class Members who requested exclusion from the Settlement and indicating those requests that were untimely no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel will file with the Court and serve CMC with the declaration along with their motion for final approval of the Settlement, as well as sending a draft of the motion to CMC for pre-filing review.

D. No Party will solicit or encourage Requests for Exclusion. Any attempt to do so by Plaintiffs or Defendant will be deemed a breach of this Settlement Agreement.

IX. OBJECTIONS TO SETTLEMENT BY CLASS MEMBERS

A. Any Class Member may make an objection to the proposed Settlement by mailing a letter to the Settlement Administrator at the address set forth in the Class Notice. Any objection to be considered valid must be mailed and postmarked no later than the Objection Date, i.e., forty-five (45) days from the Class Notice Date. Any Class Member who has submitted a Request for Exclusion may not submit any objections or speak at the Final Approval Hearing.

B. To state a valid objection to the Settlement, an objecting Class Member must mail a letter to the Settlement Administrator setting forth all of the following information in writing: (i) the objector's full name, current address, current telephone number, and be personally signed; (ii) the case name and number— *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404; (iii) documentation sufficient to establish membership in the Class, such as a copy of the Postcard Notice he or she received; (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (v) provide copies of any other documents that the objector wishes to submit in support of his/her position; (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing; and (v) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

C. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

D. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date.

E. Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

X. RELEASE OF CLAIMS

A. Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement release Defendant and Released Parties from any and all claims or causes of action which the Plaintiffs or any Class Member has against Defendant or the Released Parties as well as any and all claims, causes of action, damages, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect for any acts that were pled or could have been pled in the Action based on the facts, subject matter, or the factual or legal allegations in the Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including all claims under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56, *et*

seq. and Business & Professions Code §§ 17200, *et seq.* (“Released Claims”). For avoidance of doubt, the scope of the Released Claims excludes claims that solely seek recovery for physical bodily injuries attributable to the denial of medical treatment or for delayed medical treatment due to the Incident.

B. Class Representatives expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code with respect to the Released Claims. Section 1542 of the California Civil Code provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

C. Upon the Effective Date, CMC shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs’ counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to Class Members who submit a timely and valid Request for Exclusion from the Settlement.

D. This Settlement Agreement does not affect the rights of Class Members who submit a timely and valid Request for Exclusion from the Settlement.

E. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant and Released Parties.

XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. CMC, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by CMC of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by CMC. This Settlement Agreement has been duly and validly executed and delivered by CMC and constitutes its legal, valid, and binding obligation.

XII. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by CMC with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. CMC specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by CMC, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that if for any reason this Settlement is not approved by the Court, CMC may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Capitalized words, terms and phrases are used as defined in Section II, above.

E. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

F. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G. Except as otherwise provided in this Settlement Agreement, each Party shall bear his, her, or its own costs of the Action.

H. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions

of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

I. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Final Approval Order will provide that the Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to this Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

J. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

K. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

L. The Parties agree that any unresolved disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

M. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, and to modify or supplement any notice contemplated hereunder.

N. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

O. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Scott Edward Cole
sec@colevannote.com
Cole & Van Note
555 12th St., Suite 1725
Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June 20, 2023

Daniel C. Hinds

ID tEdkCWuYa92bwEywbJVGnZK

Daniel Hinds
Plaintiff

Dated: June __, 2023

Christopher Beck
Plaintiff

Dated: June __, 2023

Mohammed M. Dawood
Plaintiff

Dated: June __, 2023

Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo
Plaintiff

Dated: June __, 2023

Aholiva Justiniano Miranda
Plaintiff

Dated: June __, 2023

Robert Donaire
Plaintiff

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For Class Counsel:

Scott Edward Cole
sec@colevannote.com
Cole & Van Note
555 12th St., Suite 1725
Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June __, 2023

Daniel Hinds
Plaintiff

Dated: June 21, 2023



Christopher Beck
Plaintiff

Dated: June __, 2023

Mohammed M. Dawood
Plaintiff

Dated: June __, 2023

Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo
Plaintiff

Dated: June __, 2023

Aholiva Justiniano Miranda
Plaintiff

Dated: June __, 2023

Robert Donaire
Plaintiff

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Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June __, 2023

Daniel Hinds
Plaintiff

Dated: June __, 2023


Christopher Beck
Plaintiff

Dated: June 22, 2023



Mohammad Dawood (Jun 22, 2023 17:22 PDT)
Mohammed M. Dawood
Plaintiff

Dated: June 23, 2023



Sylvia Lopez (Jun 23, 2023 09:25 PDT)
Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo
Plaintiff

Dated: June __, 2023

Aholiva Justiniano Miranda
Plaintiff

Dated: June __, 2023

Robert Donaire
Plaintiff

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For Class Counsel:

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sec@colevannote.com
Cole & Van Note
555 12th St., Suite 1725
Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June __, 2023

Daniel Hinds
Plaintiff

Dated: June __, 2023

Christopher Beck
Plaintiff

Dated: June __, 2023

Mohammed M. Dawood
Plaintiff

Dated: June __, 2023

Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo

Darin Palermo
Plaintiff

Dated: June __, 2023

Aholiva Justiniano Miranda
Plaintiff

Dated: June __, 2023

Robert Donaire
Plaintiff

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For Class Counsel:

Scott Edward Cole
sec@colevannote.com
Cole & Van Note
555 12th St., Suite 1725
Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June __, 2023

Daniel Hinds
Plaintiff

Dated: June __, 2023

Christopher Beck
Plaintiff

Dated: June __, 2023

Mohammed M. Dawood
Plaintiff

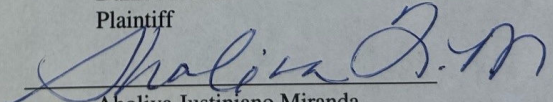
Dated: June __, 2023

Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo
Plaintiff

Dated: June 22, 2023



Aholiva Justiniano Miranda
Plaintiff

Dated: June __, 2023

Robert Donaire
Plaintiff

O. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Scott Edward Cole
sec@colevannote.com
Cole & Van Note
555 12th St., Suite 1725
Oakland, CA 94607

For CMC:

David M. Ross
David.ross@wilsonelser.com
Wilson Elser LLP
1500 K Street NW, Suite 330
Washington, D.C. 20005

IN WITNESS WHEREOF, Plaintiffs and CMC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: June __, 2023

Daniel Hinds
Plaintiff

Dated: June __, 2023

Christopher Beck
Plaintiff

Dated: June __, 2023

Mohammed M. Dawood
Plaintiff

Dated: June __, 2023

Sylvia Lopez
Plaintiff

Dated: June __, 2023

Darin Palermo
Plaintiff

Dated: June __, 2023

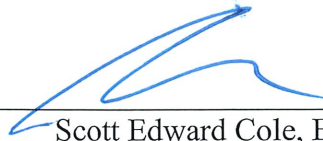
Aholiva Justiniano Miranda
Plaintiff

Dated: June 21, 2023



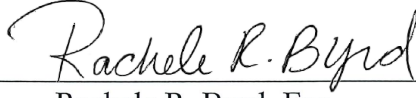
Robert Donaire
Plaintiff

Dated: June 22, 2023



Scott Edward Cole, Esq.
Cole & Van Note
Attorneys for Plaintiffs

Dated: June 22, 2023



Rachele R. Byrd, Esq.
Wolf Haldenstein Adler Freeman & Herz LLP
Attorneys for Plaintiffs

Dated: June __, 2023

Print:

As the Duly Authorized Corporate Representative of
Defendant Community Medical Centers, Inc.

Dated: _____

David M. Ross, Esq.
Wilson Elser, LLP
**Attorneys for Defendant
Community Medical Centers, Inc.**

Dated: July __, 2023

Scott Edward Cole, Esq.
Cole & Van Note
Attorneys for Plaintiffs

Dated: July __, 2023


Rachele R. Byrd, Esq.
Wolf Haldenstein Adler Freeman & Herz LLP
Attorneys for Plaintiffs

Dated: Jul 5, 2023


Christine Noguera (Jul 5, 2023 15:01 PDT)

Print: Christine Noguera
As the Duly Authorized Corporate Representative of
Defendant Community Medical Centers, Inc.

July 6, 2023
Dated: _____



David M. Ross, Esq.
Wilson Elser, LLP
**Attorneys for Defendant
Community Medical Centers, Inc.**

EXHIBIT 1

**Must be postmarked or
submitted online NO
LATER THAN
Month Day, Year**

CMC Data Incident Settlement Administrator
P.O. BOX XXX
XXXXXX, XX XXXXXX
www.communitysettlement.com

Community Medical Centers, Inc. Data Incident Settlement Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If your personally identifiable information and/or personal health information was potentially compromised as a result of a data incident (the “Incident”) first announced by Community Medical Centers, Inc. (“CMC”) on or about October 25, 2021, you are a Settlement Class Member and may submit a claim for Settlement Benefit(s). If you received notice of this settlement, you have been identified by CMC as a Settlement Class Member and you may submit a claim for Settlement Benefit(s).

The easiest way to submit a claim is online at www.communitysettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one of these benefits:

Use the Claim Form to request one of the following:

1. **Cash Payment Benefit:** All Settlement Class Members who submit a Valid Claim for the Cash Payment Benefit are eligible to receive a pro rata cash distribution payment from the Settlement Fund referred to as the “Settlement Share” estimated to be approximately **\$39**, subject to upward or downward proration depending upon how many valid Claim Forms are submitted; **OR**
2. **Identity Theft Protection Package:** All Settlement Class members who submit a Valid Claim for the Identity Theft Protection Package are eligible to receive thirty-six (36) months of free identity theft protection and fraud resolution services called “Financial Shield” from Pango. Settlement Class Members who validly elect Financial Shield by Pango will have ninety (90) days after the code is sent to them by Pango to activate their Identity Theft Protection Package subscription.

Claims must be submitted online or mailed by Month Day, Year. Use the address at the top of this form for mailed claims.

Please note: The Settlement Administrator may contact you to request additional information to process your claim.

For more information on the Settlement Benefits, what documents you need to attach, how the Settlement Administrator will decide whether to approve your payments, and for complete instructions, **visit www.communitysettlement.com.**

Settlement Benefits will be distributed only after the Settlement is finally approved by the Court.

Signature

I affirm under the laws of the State of California that the information supplied in this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Signature

Date: - -
MM DD YYYY

Print Name

EXHIBIT 2

If you were notified by Community Medical Centers, Inc. of a Data Incident that occurred in October 2021, you may be entitled to a Cash Payment or Identity Theft Protection

A state court has authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Community Medical Centers, Inc. (“Defendant” or “CMC”) regarding a data incident (the “Incident”) that resulted in an unauthorized person gaining access to CMC’s network.
- You are a “Settlement Class Member” if your protected health information (“PHI”) or personally identifiable information (“PII”) was potentially compromised in the Incident. CMC mailed Settlement Class Members notice of the Incident in October 2021, and Settlement Class Members are also receiving notice of this Settlement.
- CMC has agreed to pay Plaintiffs and the Settlement Class \$1,925,000.00 (the “Settlement Fund”) to settle the claims in this Litigation. All Settlement Class Members can submit a timely Claim Form for one of the following:
 1. **Cash Payment Benefit:** All Settlement Class Members who submit a valid and complete Claim Form are eligible to receive a pro rata cash distribution payment from the Settlement Fund referred to as the “Settlement Share” estimated to be **approximately \$39**, subject to upward or downward proration depending upon how many Settlement Class Members file valid claims; or
 2. **Pango ID Theft Protection:** All Settlement Class members who submit a Valid Claim are eligible to receive thirty-six (36) months of free identity-theft protection and fraud restoration services called “Financial Shield” by Pango (“Pango ID Theft Protection”). Settlement Class Members who validly elect to receive Pango ID Theft Protection will have ninety (90) days after the code is sent to them by Pango to activate their Pango ID Theft Protection subscription.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to receive the cash payment benefit or the Pango ID Theft Protection is to submit a claim form by the deadline.	MONTH DD, 20XX
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment or the opportunity to enroll for 36 months of free identity theft protection and fraud resolution services, but you may be able to file your own individual lawsuit against CMC for the same claims. This is the only option that leaves you the right to file your own lawsuit against CMC for the claims that are being resolved by the Settlement. In order to be effective, you must submit a request for exclusion by the deadline.	MONTH DD, 20XX
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	MONTH DD, 20XX
DO NOTHING	If you do nothing, you will remain in the Settlement Class and forfeit your right to receive the cash payment benefit or the Pango ID Theft Protection.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards, and costs. No settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

Questions? Go to www.communitysettlement.com or call 1-xxx-xxx-xxxx

BASIC INFORMATION PAGE X

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. Why is the lawsuit a class action?
- 4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE X

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?
- 7. What if I am still not sure whether I am part of the Settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE X

- 8. What does the Settlement provide?

HOW TO GET BENEFITS FROM THE SETTLEMENT PAGE X

- 9. How do I submit a claim for the cash payment benefit or the Pango ID Theft Protection?
- 10. What am I giving up to receive Settlement benefits or stay in the Settlement Class?
- 11. What are the Released Claims?
- 12. What happens if my contact information changes after I submit a claim?
- 13. When will I receive my Settlement Benefits?

THE LAWYERS REPRESENTING YOU PAGE X

- 14. Do I have a lawyer in this case?
- 15. How will Class Counsel be paid?

OPTING OUT OF THE SETTLEMENT PAGE X

- 16. How do I get out of the Settlement?
- 17. If I opt out, can I get anything from the Settlement?
- 18. If I do not opt out, can I sue the Defendant for the same thing later?

OBJECTING TO THE SETTLEMENT PAGE X

- 19. How do I tell the Court that I do not like the Settlement?
- 20. What is the difference between objecting and asking to opt out?

THE FINAL APPROVAL HEARING..... PAGE X

- 21. When and where will the Court decide whether to approve the Settlement?
- 22. Do I have to attend the Final Approval Hearing?
- 23. May I speak at the Final Approval Hearing?

IF YOU DO NOTHING..... PAGE X

- 24. What happens if I do nothing at all?

GETTING MORE INFORMATION..... PAGE X

How do I get more information?

25.

BASIC INFORMATION

1. Why is this Notice being provided?

A California court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Erin Guy Castillo of the Superior Court of the State of California, County of San Joaquin, is overseeing this class action. The case is known as *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404 (the “Litigation”). The people who filed this lawsuit are called the “Plaintiffs” or “Class Representatives,” and the company sued, Community Medical Centers, Inc., is called “CMC” or the “Defendant.”

2. What is this lawsuit about?

The Litigation alleges that on or around October 10, 2021, CMC was the victim of a data incident whereby an unauthorized person gained access to CMC’s network and sensitive data. That data may have included Plaintiffs’ and/or Settlement Class Members’ personally identifiable information (PII) and protected health information (PHI), including first and last names, medical information, mailing addresses, dates of birth, Social Security numbers, and demographic information.

CMC denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. CMC denies these and all other claims made in the Litigation. By entering into the Settlement, CMC is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, Class Representatives sue on behalf of all people they allege have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

The Class Representatives in this case are Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire.

4. Why is there a Settlement?

Plaintiffs and the Defendant do not agree about the claims made in the Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement Benefits made available under the Settlement, because of the risks and uncertainty associated with continued litigation, and because of the nature of the defenses raised by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your PII and/or PHI was potentially compromised in the Incident. CMC previously mailed notice of the Incident to Settlement Class Members, and notice of this Settlement was sent to Settlement Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at **1-XXX-XXX-XXXX**.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are Officers of Defendant, the judges presiding over the Action and members of their immediate family, and Class Members who submit a Request for Exclusion.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at www.communitysettlement.com or call the Settlement Administrator's toll-free number at **1-XXX-XXX-XXX**.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

CMC has agreed to pay \$1,925,000.00 (the "Settlement Fund") to settle this Litigation. The Settlement Fund will be used to pay benefits to the Settlement Class Members who file valid and timely claims, the costs of notice and claims administration, attorneys' fees and costs and service awards to the Plaintiffs. If you are a Settlement Class Member, you may be able to receive one of the following benefits by completing a claim form, located at www.communitysettlement.com.

1. Cash Payment Benefit

By submitting a valid claim for the cash payment benefit using the claim form, you are eligible to receive a cash payment of **approximately \$39**, subject to upward or downward proration depending upon how many Settlement Class Members file valid claims. This amount cannot be combined with the below Pango ID Theft Protection benefit.

2. Pango ID Theft Protection

By submitting a valid claim for the Pango ID Theft Protection using the claim form, you are eligible to receive thirty-six (36) months of free identity theft protection and fraud resolution services from Pango called "Financial Shield" ("Pango ID Theft Protection"). Settlement Class Members who validly elect the Pango ID Theft Protection will have ninety (90) days after the code is sent to them by Pango to activate their Pango ID Theft Protection subscription. Any member of the Settlement Class who fails to activate their Pango ID Theft Protection subscription by the activation deadline will be considered as having waived any right to activate their Pango ID Theft Protection subscription.

Questions? Go to www.communitysettlement.com or call **1-xxx-xxx-xxxx**

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. How do I submit a claim for the cash payment benefit or the Pango ID Theft Protection?

Settlement Class Members seeking the cash payment benefit or the Pango ID Theft Protection must submit a valid claim form to the Settlement Administrator by **Month Day, 2023**. You will need your Unique ID to file a claim form online. Your Unique ID can be found on the postcard notice mailed to you. If you did not receive a postcard notice but believe you are a Settlement Class Member, or if you no longer have your Unique ID, contact the Settlement Administrator at 1-**xxx-xxxx**.

Claim forms can be submitted online at www.communitysettlement.com or by mail. If by mail, the claim form must be **postmarked** by **Month Day, 2023**. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-**xxx-xxx-xxx** or by writing to:

CMC Settlement Administrator

PO Box xxxx
xxxxx, xx xxx-xxxx

For the Settlement Class Members who submit a valid claim for the Pango ID Theft Protection, the settlement website provides Settlement Class Members with the ability to request an email reminding them to timely enroll in Pango ID Theft Protection once the Court approves the Settlement. In order to receive this reminder email, the Settlement Class Members must provide, via the settlement website, the email address to which they would like the reminder email to be sent. The reminder email will be sent at or shortly before the Pango ID Theft Protection enrollment period begins after the Court has approved the Settlement.

10. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Parties about the legal issues in the Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

11. What are the Released Claims?

The Settlement Agreement in Section X describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.communitysettlement.com or in the public Court records on file in the Litigation. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a claim form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **1-xxx-xxx-xxxx**, by emailing **xxx@xxxxx.com**, or by writing to:

CMC Settlement Administrator

PO Box xxxx
xxxx, xx xxx-xxxx

Questions? Go to www.communitysettlement.com or call 1-xxx-xxx-xxxx

13. When will I receive my Settlement Benefits?

If you file a timely and valid claim form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.communitysettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 1725, Oakland, CA 94607, (510) 891-9800; and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San Diego, California, 92101, (619) 239-4599 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Litigation.

15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of \$641,666.67 plus reasonable litigation costs and expenses to Class Counsel. They will also ask the Court to approve service awards of \$2,500 to each of the seven (7) Plaintiffs for participating in the Litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at www.communitysettlement.com before the deadline for submission of objections.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in the Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

16. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out. The written notice must be signed by you and include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

The opt-out request must be **postmarked** and sent to the Settlement Administrator at the following address by **Month Day, 2023**:

CMC Settlement Administrator
Exclusions
PO Box xxxx
xxxxx, xx xxxxx-xxxx

You cannot exclude yourself by telephone or by email.

Questions? Go to www.communitysettlement.com or call 1-xxx-xxx-xxxx

17. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a claim form.

18. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue the Defendant and Released Parties for the claims this Settlement resolves and releases relating to Incident. You must opt-out of the Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and service awards. To object, you must mail timely written notice as provided below no later than **Month Day, 2023**, stating you object to the Settlement. The objection must include all the following additional information:

- 1) Your full name, current address, current telephone number;
- 2) The case name and number— *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404;
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your postcard notice, copy of the original notice of the Incident, or a statement explaining why you believe you are a Settlement Class Member);
- 4) A written statement of the position you wish to assert, including the legal and factual grounds for the position;
- 5) Copies of any other documents you wish to submit in support of your position;
- 6) The identity of any and all counsel representing you in connection with the objection;
- 7) A statement whether you or your counsel will appear at the Final Approval Hearing; and
- 8) Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked no later than **Month DD, 20YY**, to the Settlement Administrator at the following address:

CMC Settlement Administrator
PO Box xxxx
xxxxxx, xx xxxx-xxxx

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 10 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the litigation.

20. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service awards, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of

Questions? Go to www.communitysettlement.com or call 1-xxx-xxx-xxxx

the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month Day, 2023, at X:XX a/p.m.** before Judge Erin Guy Castillo at San Joaquin Civil Division Stockton Courthouse, 180 E. Weber Ave., Suite 200 Stockton, CA 95202, Department 10B.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at www.communitysettlement.com.

22. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself at the Final Approval Hearing about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Section 19 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the Released Parties about the legal issues in the Litigation that are released by the Settlement Agreement relating to the Incident.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.communitysettlement.com, by calling 1-xxx-xxx-xxxx or by writing to:

CMC Settlement Administrator

PO Box xxxx

xxxxx, xx xxxxx-xxxx

PLEASE DO NOT TELEPHONE THE COURT OR ITS CLERK'S OFFICE REGARDING THIS NOTICE.

Questions? Go to www.communitysettlement.com or call 1-xxx-xxx-xxxx

EXHIBIT 3

Postcard Notice

Front of Postcard:

CMC Data Incident Settlement Administrator

PO Box XXXX

XXXX, XX-XXXX

If you were notified by Community Medical Centers, Inc. of a Data Incident that occurred in October 2021, you may be entitled to a Cash Payment or Identity Theft Protection from a class action settlement.

Inside of Postcard:

UNIQUE ID: <<XXXX>>

You are receiving this notice because you are a Settlement Class Member entitled to a cash payment or identity theft and fraud restoration services. To submit a claim, please visit www.communitysettlement.com.

A settlement has been reached in a class action lawsuit against Community Medical Centers, Inc. (“CMC”) regarding a data incident (the “Incident”) that resulted in an unauthorized person gaining access to CMC’s network in October, 2021. You are a “Settlement Class Member” if your protected health information (“PHI”) or personally identifiable information (“PII”) was potentially compromised in the Incident. CMC mailed Settlement Class Members notice of the Incident in October 2021, and Settlement Class Members are also receiving notice of this Settlement.

Under the terms of the Settlement, Settlement Class Members can recover the following benefits:

- **Cash Payment Benefit:** All Settlement Class Members who submit a valid claim are eligible to receive a pro rata cash distribution payment from the Settlement Fund referred to as the “Settlement Share” estimated to be approximately \$39, subject to upward or downward proration; **or**
- **Identity Theft Protection Package:** All Settlement Class members who submit a valid claim are eligible to receive thirty-six (36) months of free identity theft protection and fraud resolution services from Pango called “Financial Shield”. Settlement Class Members who validly elect the Pango Financial Shield benefit will have ninety (90) days after the code is sent to them by Pango to activate their subscription. You can find more information on how to enroll in the service at www.communitysettlement.com.

The easiest way to submit a claim is online at www.communitysettlement.com using your Unique ID found at the top of this postcard. To be eligible for the cash payment benefit or the Pango Financial Shield benefit, you must complete and submit a valid claim form, postmarked or submitted online on or before **MONTH DAY, 20XX**. You can also exclude yourself or object to the Settlement on or before **MONTH DAY, 20XX**. If you do not exclude yourself from the Settlement, you will remain in the Settlement Class and will give up the right to sue CMC and the Released Parties for the claims this

Settlement resolves. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.communitysettlement.com.**

The Court will hold a Final Approval Hearing on **MONTH DAY, 2023, at X:XX X.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

This notice is a summary. The Settlement Agreement and more information about the lawsuit and Settlement are available at **www.communitysettlement.com** or by calling toll-free **1-XXX-XXX-XXXX.**

EXHIBIT 4

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DANIEL HINDS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY MEDICAL CENTERS,
INC.,

Defendant.

Lead Case No. STK-CV-UNPI-2021-0010404

Assigned to the Hon. Erin Guy Castillo
Department 10B

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS**

Action Filed: November 8, 2021

Included Actions:
Beck v. Community Medical Centers, Inc.,
Case No. 2021-10482
Donaire v Community Medical Centers,
Inc., Case No. 2021-10605
Palermo v. Community Medical Centers,
Inc., Case No. 2021-10626
Miranda v. Community Medical Centers,
Inc., Case No. 2021-11353

DATE:
TIME:
DEPT: 10B

1 WHEREAS, the above-styled Action was filed on November 8, 2021;

2 WHEREAS, Plaintiffs Daniel Hinds, Christopher Beck, Mohammad M. Dawood, Sylvia
3 Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire (“Named Plaintiffs”),
4 individually and on behalf of themselves and the proposed Settlement Class (defined below), and
5 Defendant Community Medical Centers, Inc. (“CMC” or “Defendant”) (collectively, the
6 “Parties”), have entered into a Settlement Agreement and Release (“Settlement Agreement”)
7 resolving the Action, subject to Court approval;

8 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation
9 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
10 are well experienced in similar class action litigation;

11 WHEREAS, Named Plaintiffs, the proposed Class Representatives, have moved the
12 Court for entry of an order preliminarily approving the Settlement, conditionally certifying the
13 Settlement Class for settlement purposes only, and approving the form and method of notice
14 upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits
15 thereto; and

16 WHEREAS, the Court having considered the Settlement Agreement, together with all
17 exhibits thereto and records in this case, and the arguments of counsel and for good cause
18 appearing, hereby orders as follows:

19 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

20 1. Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is
21 GRANTED. The terms defined in the Settlement Agreement shall have the same meanings in
22 this Order.

23 2. Having made the findings set forth below, the Court conditionally certifies the
24 following Class for settlement purposes only:

25 All individuals residing in the United States whose PHI/PII was compromised in
26 the data incident first announced by Defendant on or about October 25, 2021.

27 Excluded from the Settlement Class are Officers of Defendant, the judges presiding over the
28 Action and members of their immediate family, and Class Members who submit a Request for

1 Exclusion.

2 3. For settlement purposes only, with respect to the Settlement Class, the Court
3 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
4 Procedure 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
5 individual Settlement Class members in a single proceeding is impracticable; (b) questions of
6 law and fact common to all Settlement Class Members predominate over any potential individual
7 questions; (c) the claims of the Named Plaintiffs are typical of the claims of the Settlement Class;
8 (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the
9 Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate
10 this controversy.

11 4. The Court hereby appoints Plaintiffs, Daniel Hinds, Christopher Beck,
12 Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert
13 Donaire, as Class Representatives for the Settlement Class.

14 5. The Court hereby appoints Scott Edward Cole of Cole & Van Note and Rachele
15 R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel.

16 **II. PRELIMINARY APPROVAL**

17 6. The terms of the Settlement, including its proposed release, are preliminarily
18 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
19 providing notice of the Settlement to the Settlement Class in accordance with the notice plan, and
20 are subject to further and final consideration at the Final Approval Hearing provided for below.
21 In making this determination, the Court considered the fact that the Settlement is the product of
22 arm's-length negotiations facilitated by a neutral mediator and conducted by experienced and
23 knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the
24 Settlement Class, and the risk and benefits of continuing litigation to the Parties and the
25 Settlement Class.

26 7. As provided for in the Settlement Agreement, if the Court does not grant final
27 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
28 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement

1 purposes only provided for herein, will be vacated and the Action shall proceed as though the
2 Settlement Class had never been conditionally certified for settlement purposes only, with no
3 admission of liability or merit as to any issue, and no prejudice or impact as to any Party's
4 position on the issue of class certification or any other issue in the case.

5 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

6 8. The Court appoints CPT Group Class Action Administrators as the Settlement
7 Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement
8 Agreement.

9 9. The Court has considered the Class Notice provisions of the Settlement, the notice
10 plan set forth in the Settlement Agreement and the Class Notice and Postcard Notice, attached as
11 Exhibits 2 and 3 to the Settlement Agreement, respectively. The Court finds that the direct
12 emailing and/or mailing of Notice in the manner set forth in the notice plan is the best notice
13 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and
14 this Order to all persons entitled thereto, and is in full compliance with applicable law and due
15 process. The Court approves as to form and content the Class Notice and Postcard Notice in the
16 forms attached as Exhibits 2 and 3, respectively, to the Settlement Agreement. The Court orders
17 the Settlement Administrator to commence the notice plan following entry of this Order in
18 accordance with the terms of the Settlement Agreement.

19 10. The Court approves as to form and content the Claim Form attached as Exhibit 1
20 to the Settlement Agreement.

21 11. Settlement Class Members who qualify for and wish to submit a Claim Form
22 under the Settlement shall do so in accordance with the requirements and procedures of the
23 Settlement Agreement and the Claim Form under which they are entitled to seek relief. The
24 Claims deadline is 45 days from the Class Notice Date. All Settlement Class Members who fail
25 to submit a claim in accordance with the requirements and procedures of the Settlement
26 Agreement and respective Claim Form shall be forever barred from receiving any such benefit
27 but will in all other respects be subject to and bound by the provisions of the Settlement and the
28 releases contained therein.

1 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

2 12. Each person wishing to opt out of the Settlement Class must individually sign and
3 timely mail written notice of such intent to the Settlement Administrator at the address set forth
4 in the Class Notice. The written notice must clearly manifest the Settlement Class Member's
5 intent to be excluded from the Settlement Class. To be effective, written notice must be
6 postmarked no later than 45 days after the Class Notice Date.

7 13. Persons who submit valid and timely notices of their intent to be excluded from
8 the Settlement Class shall neither receive any benefits of nor be bound by the terms of the
9 Settlement.

10 14. Persons falling within the definition of the Settlement Class who do not timely
11 and validly request to be excluded from the Settlement Class shall be bound by the terms of the
12 Settlement, including its releases, and all orders entered by the Court in connection therewith.

13 **V. OBJECTIONS**

14 15. Each Settlement Class Member desiring to object to the Settlement must submit a
15 timely written notice of his or her objection to the Settlement Administrator at the address set
16 forth in the Class Notice. Such notice must include: (i) the objector's full name, current address,
17 current telephone number, and be personally signed; (ii) the case name and number— *Hinds v.*
18 *Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404; (iii) documentation
19 sufficient to establish membership in the Class, such as a copy of the Postcard Notice he or she
20 received; (iv) a statement of the position(s) the objector wishes to assert, including the factual
21 and legal grounds for the position; (v) provide copies of any other documents that the objector
22 wishes to submit in support of his/her position; (vi) whether the objecting Class Member intends
23 to appear at the Final Approval Hearing; and (v) whether the objecting Class Member is
24 represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

25 16. To be timely, written notice of an objection in appropriate form must be mailed to
26 the Settlement Administrator and postmarked no later than 45 days after the Class Notice Date.

27 17. Unless otherwise ordered by the Court, any Settlement Class Member who does
28 not timely object in the manner prescribed above shall be deemed to have waived all such

1 objections and shall forever be foreclosed from making any objection to the fairness, adequacy,
2 or reasonableness of the Settlement, including its releases, the Final Approval Order and
3 Judgment approving the Settlement, Plaintiffs' Counsel's Fees and Expenses and Service
4 Awards to Plaintiffs.

5 **VI. THE FINAL APPROVAL HEARING**

6 18. The Court will hold a Final Approval Hearing on [Date], at [Time] .m., at the
7 San Joaquin Civil Division Stockton Courthouse, 180 E. Weber Ave., Suite 200 Stockton, CA
8 95202, Department 10B, to consider: (a) whether certification of the Settlement Class for
9 settlement purposes only should be confirmed; (b) whether the Settlement should be approved as
10 fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by
11 Plaintiffs' Counsel for an award of attorneys' fees, costs and expenses as provided for under the
12 Settlement; (d) the application for Plaintiffs' Service Awards as provided for under the
13 Settlement; (e) whether the release of Released Claims as set forth in the Settlement should be
14 provided; (f) whether the Court should enter the [Proposed] Final Order and [Proposed]
15 Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate.
16 The Final Approval Hearing may, from time to time and without further notice to Settlement
17 Class Members be continued or adjourned by order of the Court.

18 19. No later than 16 court days prior to the Final Approval Hearing, Plaintiffs shall
19 file their Motion for Final Approval of Class Action Settlement and their Motion for Award of
20 Attorneys' Fees and Expenses and Plaintiffs' Service Awards. No later than five court days prior
21 to the Final Approval Hearing, Plaintiffs may file a Reply Brief in Support of Motion for Final
22 Approval of Class Action Settlement Agreement and a Reply Brief in Support of Motion for
23 Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards, including as needed to
24 respond to any valid and timely objections.

25 20. The related time periods for events preceding the Final Approval Hearing are as
26 follows:
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28

Event	Timing
CMC to provide Settlement Administrator with Settlement Class Member information	No later than seven (7) days after entry of this Order
CMC to advance to the Settlement Administrator the estimated cost of preparing and mailing the Postcard Notice to Class Members	No later than fourteen (14) days after entry of this Order
Class Notice Date	Within twenty (20) days after entry of this Order
Claims Deadline	45 days from the Class Notice Date
Request for Exclusion Deadline	45 days from the Class Notice Date
Objection Deadline	45 days after the Class Notice Date
Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	16 court days prior to the Final Approval Hearing
Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	5 court days prior to the Final Approval Hearing
Final Approval Hearing	_____ __, 202_ at __:__ .m. [approx. 100 days after Preliminary Approval, or shortly thereafter]

21. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending final approval of the Settlement.

IT IS SO ORDERED.

Dated:

HON. ERIN GUY CASTILLO
JUDGE OF THE SUPERIOR COURT

29555v3

EXHIBIT 5

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DANIEL HINDS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY MEDICAL CENTERS,
INC.,

Defendant.

Lead Case No. STK-CV-UNPI-2021-0010404
Assigned to the Hon. Erin Guy Castillo
Department 10B

[PROPOSED] FINAL APPROVAL ORDER

Action Filed: November 8, 2021

DATE:
TIME:
DEPT: 10B

Included Actions:
Beck v. Community Medical Centers, Inc.,
Case No. 2021-10482
Donaire v Community Medical Centers,
Inc., Case No. 2021-10605
Palermo v. Community Medical Centers,
Inc., Case No. 2021-10626
Miranda v. Community Medical Centers,
Inc., Case No. 2021-11353

1 WHEREAS, the Court, having considered the Settlement Agreement and Release filed
2 [INSERT] (the “Settlement Agreement”) between and among Plaintiffs Daniel Hinds,
3 Christopher Beck, Mohammad M. Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano
4 Miranda, and Robert Donaire (“Plaintiffs”) and Defendant Community Medical Centers, Inc.
5 (“Defendant” or “CMC”) (collectively, the “Parties”), the Court’s Order Granting Preliminary
6 Approval of Class Action Settlement and Conditionally Certifying Settlement Class
7 (“Preliminary Approval Order”), having held a Final Approval Hearing on [Date], having
8 considered all of the submissions and arguments with respect to the Settlement, and otherwise
9 being fully informed, and good cause appearing therefor;

10 **IT IS HEREBY ORDERED:**

11 1. Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’
12 Motion for an Award of Attorneys’ Fees and Expenses and Plaintiffs’ Service Awards are
13 GRANTED.

14 2. This Order incorporates herein and makes a part hereof the Settlement Agreement
15 (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein,
16 the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the
17 same meanings for purposes of this Order.

18 3. The Court has subject matter jurisdiction over this matter including, without
19 limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class
20 for settlement purposes only, to settle and release all claims released in the Settlement, and to
21 dismiss the Action with prejudice.

22 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

23 4. Based on its review of the record, including the Settlement Agreement, all
24 submissions in support of the Settlement, and all prior proceedings in the Action, the Court
25 finally certifies the following Settlement Class for settlement purposes only:

26 All individuals residing in the United States whose PHI/PII was compromised in
27 the data incident first announced by Defendant on or about October 25, 2021

1 Excluded from the Settlement Class are Officers of Defendant, the judges presiding over the
2 Action and members of their immediate family. Also excluded from the Settlement Class are
3 those persons identified in **Exhibit A** hereto, each of whom submitted a timely and valid request
4 to be excluded from the Settlement Class. Such persons shall not receive the benefits of the
5 Settlement and shall not be bound by this Order.

6 5. For settlement purposes only, with respect to the Settlement Class, the Court
7 confirms that the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have
8 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement
9 Class Members in a single proceeding is impracticable; (b) questions of law and fact common to
10 all Settlement Class Members predominate over any potential individual questions; (c) the claims
11 of the Class Representatives are typical of the claims of the Settlement Class; (d) Class
12 Representatives and proposed Class Counsel will fairly and adequately represent the interests of
13 the Settlement Class; and (e) a class action is the superior method to fairly and efficiently
14 adjudicate this controversy.

15 **II. NOTICE TO THE SETTLEMENT CLASS**

16 6. The Court finds that notice has been given to the Settlement Class in the manner
17 directed by the Court in the Preliminary Approval Order. The Court finds that such notice:
18 (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was
19 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
20 pendency of the Action, the terms of the Settlement Agreement including its release of Released
21 Claims, their right to exclude themselves from the Settlement Class or object to all or any part of
22 the Settlement, their right to appear at the Final Approval Hearing (either on their own or
23 through counsel hired at their own expense), and the binding effect of final approval of the
24 Settlement on all persons who do not exclude themselves from the Settlement Class;
25 (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and
26 (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United
27 States Constitution (including the Due Process Clause), and any other applicable law.

28

1 **III. FINAL APPROVAL OF THE SETTLEMENT**

2 7. The Court finds that the Settlement resulted from arm’s-length negotiations
3 between Class Counsel and Defendant.

4 8. The Court hereby finally approves in all respects the Settlement as fair,
5 reasonable, and adequate, and in the best interest of the Settlement Class.

6 9. The Court finds that Class Representatives and Class Counsel fairly and
7 adequately represented the interests of Settlement Class Members in connection with the
8 Settlement.

9 10. The Parties shall consummate the Settlement Agreement in accordance with the
10 terms thereof. The Settlement Agreement, and each and every term and provision thereof,
11 including its release, shall be deemed incorporated herein as if explicitly set forth herein and
12 shall have the full force and effect of an order of this Court.

13 **IV. RELEASE**

14 11. Upon the Effective Date, each Settlement Class Member, including Class
15 Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully,
16 finally, and forever released, relinquished, and discharged all Released Claims.

17 12. Upon the Effective Date, CMC shall be deemed to have, and by operation of the
18 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,
19 each and all of the Settlement Class Members, and Plaintiffs’ counsel of all claims, including
20 unknown claims, based upon or arising out of the institution, prosecution, assertion, settlement,
21 or resolution of the Action or the Released Claims, except for enforcement of the Settlement
22 Agreement.

23 13. For purposes of this Order, “Released Claims” collectively means any and all
24 claims or causes of action which the Plaintiffs or any Class Member has against Defendant or the
25 Released Parties as well as any and all claims, causes of action, damages, penalties, attorneys’
26 fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and
27 for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or
28 indirect for any acts that were pled or could have been pled in the Action based on the facts,

1 subject matter, or the factual or legal allegations in the Complaint, regardless of whether such
2 claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or
3 other source of law, including all claims under the California Confidentiality of Medical
4 Information Act, Cal. Civ. Code §§ 56, *et seq.* and Business & Professions Code §§ 17200, *et*
5 *seq.* (“Released Claims”). For avoidance of doubt, the scope of the Released Claims excludes
6 claims that solely seek recovery for physical bodily injuries attributable to the denial of medical
7 treatment or for delayed medical treatment due to the Incident.

8 14. Further, upon the Effective Date, and to the fullest extent permitted by law,
9 each Settlement Class Member, including Class Representatives, shall, either directly,
10 indirectly, representatively, as a member of or on behalf of the general public or in any capacity,
11 be permanently barred and enjoined from commencing, prosecuting, or participating in any
12 recovery in any action in this or any other forum (other than participation in the Settlement as
13 provided herein) in which any of the Released Claims is asserted.

14 **V. ATTORNEYS’ FEES, COSTS, AND EXPENSES AND PLAINTIFFS’ SERVICE**
15 **AWARDS**

16 15. The Court awards attorneys’ fees of \$_____, reimbursement of costs and
17 expenses in the amount of \$_____, totaling \$_____, and payment of Service
18 Awards in the amount of \$2,500.00 to each of the Plaintiffs. The Court directs the Settlement
19 Administrator to pay such amounts in accordance with the terms of the Settlement Agreement.
20 Class Counsel, in their sole discretion, shall allocate and distribute the foregoing attorneys’ fees,
21 costs, and expenses awarded by the Court among Plaintiffs’ counsel.

22 **VI. OTHER PROVISIONS**

23 16. Without affecting the finality of this Judgment in any way, the Court retains
24 continuing jurisdiction over the Parties and the Settlement Class for the administration,
25 consummation, and enforcement of the terms of the Settlement Agreement.

26 17. In the event the Effective Date does not occur, this Order and all orders entered in
27 connection herewith shall be rendered null and void and shall be vacated, the Parties shall be
28 restored to their respective positions in the Action, all of the Parties’ respective pre-Settlement

1 claims and defenses will be preserved, the terms and provisions of the Settlement shall have no
2 further force and effect with respect to the Parties and shall not be used in the Action or in any
3 other proceeding for any purpose, and any judgment or order entered by the Court in accordance
4 with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

5 **IT IS SO ORDERED.**

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7 Dated:

HON. ERIN GUY CASTILLO
JUDGE OF THE SUPERIOR COURT

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EXHIBIT 6

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DANIEL HINDS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY MEDICAL CENTERS,
INC.,

Defendant.

Lead Case No. STK-CV-UNPI-2021-0010404

Assigned to the Hon. Erin Guy Castillo
Department 10B

[PROPOSED] JUDGMENT

Action Filed: November 8, 2021

DATE:

TIME:

DEPT: 10B

Included Actions:
Beck v. Community Medical Centers, Inc.,
Case No. 2021-10482
Donaire v Community Medical Centers,
Inc., Case No. 2021-10605
Palermo v. Community Medical Centers,
Inc., Case No. 2021-10626
Miranda v. Community Medical Centers,
Inc., Case No. 2021-11353

1 WHEREAS, the Court, having considered the Settlement Agreement filed [INSERT] (the
2 “Settlement”) between and among Plaintiffs Daniel Hinds, Christopher Beck, Mohammad M.
3 Dawood, Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire
4 (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Community
5 Medical Centers, Inc. (“Defendant” or “CMC”) (collectively, the “Parties”), the Court’s Order
6 Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying
7 Settlement Class (“Preliminary Approval Order”), having held a Final Approval Hearing on
8 [Date], having considered all of the submissions and arguments with respect to the Settlement,
9 and otherwise being fully informed, and good cause appearing therefor;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

11 1. This Court has jurisdiction over the subject matter of the Action, this litigation,
12 and over all parties to the Action, including all Settlement Class Members.

13 2. The Court finally certifies the following Settlement Class for settlement purposes
14 only:

15 All individuals residing in the United States whose PHI/PII was compromised in
16 the data incident first announced by Defendant on or about October 25, 2021.

17 Excluded from the Settlement Class are Officers of Defendant, the judges presiding over the
18 Action and members of their immediate family. Also excluded from the Settlement Class are
19 those persons identified in Exhibit A to the Final Approval Order, each of whom submitted a
20 timely and valid request to be excluded from the Settlement Class. Such persons shall not receive
21 the benefits of the Settlement and shall not be bound by this Order.

22 3. This Court hereby enters Judgment in accordance with, and subject to, the terms
23 set forth in the Final Approval Order, and the Class Representatives and the Settlement Class
24 Members shall take nothing except as provided in the Settlement Agreement.

25 4. Class Representatives Daniel Hinds, Christopher Beck, Mohammad M. Dawood,
26 Sylvia Lopez, Darin Palermo, Aholiva Justiniano Miranda, and Robert Donaire fairly and
27 adequately represented the Settlement Class Members.

28 5. Class Counsel Scott Edward Cole of Cole & Van Note and Rachele R. Byrd of

1 Wolf Haldenstein Adler Freeman & Herz LLP fairly and adequately represented the Settlement
2 Class Members.

3 6. The Settling Parties shall take all steps necessary and appropriate to provide
4 Settlement Class Members with the benefits to which they are entitled under the terms of the
5 Settlement Agreement and pursuant to the Orders of the Court.

6 7. Plaintiffs are each awarded a Service Payment of \$2,500.

7 8. Class Counsel is hereby awarded \$_____ in attorneys' fees and
8 \$_____ in expenses, for a total of \$_____, which amounts are
9 approved as fair and reasonable, in accordance with the terms of the Settlement Agreement.

10 9. The Court hereby approves the Settlement Agreement and finds that the
11 Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class.

12 10. Upon the Effective Date, each Settlement Class Member, including Plaintiffs,
13 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
14 released, relinquished, and discharged all Released Claims. Further, upon the Effective Date,
15 and to the fullest extent permitted by law, each Settlement Class Member, including
16 Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the
17 general public or in any capacity, be permanently barred and enjoined from commencing,
18 prosecuting, or participating in any recovery in any action in this or any other forum (other than
19 participation in the Settlement as provided herein) in which any of the Released Claims is
20 asserted.

21 11. Upon the Effective Date, CMC shall be deemed to have, and by operation of the
22 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,
23 each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including
24 unknown claims, based upon or arising out of the institution, prosecution, assertion, settlement,
25 or resolution of the Action or the Released Claims, except for enforcement of the Settlement
26 Agreement.

27 12. The notice disseminated pursuant to the notice plan and by Order of this Court
28 was the best notice practicable under the circumstances. The Class Notice and the Postcard

1 Notice (together, the “Notice”) provided due and adequate notice of those proceedings and of the
2 matters set forth therein, including the proposed Settlement, to all persons entitled to such notice,
3 and the Notice fully satisfied the requirements of California law and the requirements of due
4 process.

5 13. Pursuant to the Settlement Agreement, California Code of Civil Procedure section
6 664.6, and rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the
7 Parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and this
8 Judgment.

9 14. This document shall constitute a judgment for purposes of California Rules of
10 Court, rule 3.769(h). The Clerk is directed to enter this Judgment forthwith.

11 15. This Judgment shall be posted on the Settlement Website until at least thirty (30)
12 days after the Effective Date.

13 **IT IS SO ORDERED.**

14 Dated:

HON. ERIN GUY CASTILLO
JUDGE OF THE SUPERIOR COURT

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