

***A California Superior Court authorized this notice. Read it carefully!  
It's not an advertisement or solicitation by a lawyer. You are not being sued.***

**If you, as a Centrelake Medical Group, Inc. patient, received a Data Incident notification letter on or about April 16, 2019, you may be eligible for benefits from a class action Settlement.**

*Para recibir una notificación en Español, puede visitar  
[www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com).*

- A settlement has been reached in a class action lawsuit against Centrelake Medical Group, Inc. (“Centrelake” or “Defendant”) relating to the allegations that in early 2019, cybercriminals bypassed the Centrelake’s cybersecurity systems undetected and encrypted data as part of a ransomware attack (“Data Incident”). Plaintiffs further allege that, because of the Data Incident, the criminals potentially gained access to Plaintiffs’ and other consumers’ personal information, including but not limited to names, dates of birth, and Social Security Numbers (collectively, “PII”). Centrelake disagrees with Plaintiffs’ claims and denies any liability or wrongdoing.
- If you received a notification from Defendant of the Data Incident on or about April 16, 2019 via email or mailed postcard, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides two (2) years of CyEx Medical Shield Complete with credit monitoring and identity theft protection as well as cash payments to Settlement Class Members who timely submit valid claims.
- Your legal rights are affected regardless of whether you do or do not act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>ENROLL IN MEDICAL/CREDIT MONITORING</b>	The postcard notice you received has an enrollment code. You can use this code to sign up for two years of CyEx Medical Shield Complete with credit monitoring and identity theft protection, which will become active upon final approval of the Settlement.
<b>SUBMIT A CLAIM FORM BY JUNE 12, 2026</b>	This is the only way you can get a cash payment.
<b>OBJECT TO THE SETTLEMENT BY JANUARY 28, 2026</b>	Write and submit reasons why you do not agree with the Settlement.
<b>EXCLUDE YOURSELF BY JANUARY 28, 2026</b>	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

<b>GO TO THE FINAL FAIRNESS HEARING ON JULY 14, 2026</b>	You may ask the Court for permission for you and/or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any cash compensation from this Settlement and you will give up certain legal rights. Submitting a Claim Form is the only way to obtain a cash payment from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at [www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com), or call 1-833-417-4957.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION.....</b>	<b>PAGE 1</b>
1. Why is this Notice being provided?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
<b>WHO IS INCLUDED IN THE SETTLEMENT? .....</b>	<b>PAGE 2</b>
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
<b>THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY .....</b>	<b>PAGE 2</b>
7. What does the Settlement provide?	
8. How do I enroll in medical/credit monitoring?	
9. What cash compensation is available?	
<b>HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM .....</b>	<b>PAGE 4</b>
10. How do I get benefits from the Settlement?	
11. How will claims be decided?	
12. When will I get my payment and/or other benefit?	
<b>REMAINING IN THE SETTLEMENT .....</b>	<b>PAGE 5</b>
13. Do I need to do anything to remain in the Settlement?	
14. What am I giving up as part of the Settlement?	
<b>THE LAWYERS REPRESENTING YOU .....</b>	<b>PAGE 5</b>
15. Do I have a lawyer in this case?	
16. How will Class Counsel be paid?	
<b>OBJECTING TO THE SETTLEMENT .....</b>	<b>PAGE 5</b>
17. How do I tell the Court that I do not like the Settlement?	
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT .....</b>	<b>PAGE 6</b>
18. How do I opt out of the Settlement?	
<b>THE COURT’S FINAL FAIRNESS HEARING .....</b>	<b>PAGE 7</b>
19. When and where will the Court decide whether to approve the Settlement?	
20. Do I have to come to the Final Fairness Hearing?	
21. May I speak at the Final Fairness Hearing?	
<b>IF YOU DO NOTHING .....</b>	<b>PAGE 7</b>
22. What happens if I do nothing?	
<b>GETTING MORE INFORMATION.....</b>	<b>PAGE 8</b>
23. Are more details about the Settlement available?	
24. How do I get more information?	

## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court for the State of California, County of Los Angeles (“Los Angeles Superior Court”). The case is known as *April Kay Moore, et al. v. Centrelake Medical Group, Inc.*, Case No. 19STCV19196 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, Centrelake Medical Group, Inc., is called the Defendant.

### **2. What is this lawsuit about?**

The Lawsuit claims that Defendant was responsible for certain disclosures of consumer data that may have contained personally identifiable information and/or protected health information (the “Data Incident”), and asserts claims for (1) Breach of Express and/or Implied Contractual Promise, (2) Breach of Covenant of Good Faith and Fair Dealing, (3) Violation of Civil Code § 56, *et seq.*, and (4) Violation of California Business and Professions Code § 17200, *et seq.* The Lawsuit seeks, among other things, relief for persons who were injured by the Data Incident.

Defendant has denied and continues to deny all the allegations and claim made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one Judge resolves the issues for all Class Members.

### **4. Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendant that allows Plaintiffs, Class Members, and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and/or other benefit without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

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

You are part of this Settlement as a Settlement Class Member if you, as a Centrelake patient, and received a data incident notification letter on or about April 16, 2019.

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

Yes. Specifically excluded from the Settlement Class are: (i) Centrelake Medical Group, Inc., and its affiliates, parents, subsidiaries, officers, and directors, (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class, (iii) the Judge(s) presiding over this matter and the clerks of said judge(s), and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

### **7. What does the Settlement provide?**

Settlement Class Members can enroll in two (2) years of free credit monitoring and identity theft protection services. See Question 8 for how to enroll.

In addition, the Settlement will provide cash payments and/or other benefits to Settlement Class Members who timely submit valid claims, as described in Question 9.

Centrelake has also provided equitable relief in the form of security enhancements made in part as a result of this lawsuit.

In exchange for these benefits, the Settlement Class agrees to release claims against Centrelake as provided in the Settlement Agreement § 1.20, which defines “Released Claims” as: any and all claims and causes of action including, without limitation, any causes of action under or relying on the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*; the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750–1784, *et seq.*; and all similar statutes in effect in any states in the United States as defined herein; violations of the California and similar state consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted,

by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

#### **8. How do I enroll in medical/credit monitoring?**

The notice you received contains an Enrollment Code for a two-year subscription to CyEx Medical Shield Complete.

To enroll, visit <https://app.medicalshield.cyex.com/enrollment/activate/centrelake> and enter your Enrollment Code along with the other information requested. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

#### **9. What cash compensation is available?**

Reimbursement for up to \$500.00 in documented out-of-pocket expenses that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) long distance telephone charges; (viii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Incident), and text messages (if charged by the message and incurred solely as a result of the Data Incident); (ix) unreimbursed charges from banks or credit card companies; (x) postage, gasoline for travel, and other incidental expenses; (xi) interest on payday loans due to card cancellation or due to over-limit situation incurred solely as a result of the Data Incident; (xii) up to three hours of documented lost time spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment (calculated at the rate of \$20.00 per hour), but only if at least one full hour was spent, and only if the time can be documented with reasonable specificity by answering the questions on the Claim Form; and (xiii) costs of credit report(s), credit monitoring, or other identity theft insurance product purchased by Settlement Class Members between April 16, 2019 and the date of the Preliminary Approval Order.

Reimbursement for up to \$3,500.00 in documented, extraordinary losses that were more likely than not caused by the Data Incident, including:

- 1) unreimbursed identify theft losses;
- 2) reimbursement for having to re-purchase a service that had originally been provided by Centrelake within 12 months prior to the Data Incident, due to loss of the medical records

during the Data Incident. Centrelake will fully reimburse these costs, provided that (1) the re-purchased study was performed due to lost records at Centrelake (i.e., original study performed previously at Centrelake within 12 months prior to data breach) and (2) the study was not a new study/order from medical provider;

3) a \$50.00 payment for proof that the claimant was a California resident at the time of the Data Incident and also that their medical information was “viewed” by unauthorized individuals. To demonstrate actual viewing, the claimant must provide documentation of identity theft or other misuse of the claimant’s information as a result of the Data Incident.

In addition, if you are a California resident and have proof suggesting that someone viewed any medical information affected by the Data Incident, you may also claim an additional \$50.00. Proof could include proof of identity theft or other misuse of your information more likely than not caused by the Data Incident, even if that misuse did not cause you any monetary loss.

To claim a payment, you must provide all information requested in the Claim Form and any additional information requested by the Claims Administrator.

### **HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM**

#### **10. How do I get benefits from the Settlement?**

To ask for a payment, you must complete and timely submit a Claim Form. Claim Forms are available at [www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com), where you must also submit your Claim Form online or via U.S. mail postmarked no later than **June 12, 2026**.

#### **11. How will claims be decided?**

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant and will specify a time within which any such additional information must be provided. If the required information is not provided within the time specified, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section IV of the Settlement Agreement, available at [www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com).

#### **12. When will I get my payment?**

The Court will hold a Final Fairness Hearing at **10:30 AM on July 14, 2026**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

### **REMAINING IN THE SETTLEMENT**

#### **13. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want a payment and/or other benefit you must timely submit a Claim Form online or by mail postmarked by **June 12, 2026**.

#### **14. What am I giving up as part of the Settlement?**

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section IV, subsections 1.20, 1.21, 6.1 through 6.3 of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Section IV, subsections 1.20, 1.21 of the Settlement Agreement. The Settlement Agreement is available at [www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 15 for free or you can, of course, talk to your own lawyer at your own expense.

### **THE LAWYERS REPRESENTING YOU**

#### **15. Do I have a lawyer in this case?**

Yes. The Court appointed Thiago M. Coelho, Lauren M. Lendzion, Jesenia Martinez, and Jesse S. Chen of Wilshire Law Firm, PLC, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **16. How will Class Counsel be paid?**

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees not to exceed \$525,000.00 for attorneys’ fees and reasonable costs and expenses of the Litigation. Class Counsel will also request approval of an incentive award of \$2,500.00 for each of the three Class Representatives. If approved, these amounts, as well as the costs of notice and Claims Administration, will be paid by Defendant, with no additional cost to you or Settlement Class Members.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.



### **17. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you can submit to the Claims Administrator a written notice stating that you object to the Settlement in *Moore, et al. v. Centrelake Medical Group, Inc.*, Case No. 19STCV19196 to the Claims Administrator at:

<b>Claims Administrator</b>
<b>Centrelake Data Incident Settlement</b>
<b>c/o Claims Administrator</b>
<b>P.O. Box 25226</b>
<b>Santa Ana, CA, 92799-9958</b>

Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Please note, you cannot object to the Settlement if you also opt out of the Settlement.

An objecting Settlement Class Member has the right, but is not required, to attend the Final Fairness Hearing. Any Settlement Class Member has the right to appear at the Final Fairness Hearing to present objections, regardless of whether they submitted a written objection. If you intend to appear at the Final Fairness Hearing, either with or without counsel, you may also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **18. How do I opt out of the Settlement?**

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. To opt out of the Settlement Class, you must individually sign and timely submit written notice of such intent to the Claims Administrator at:

<b>Claims Administrator</b>
<b>Centrelake Data Incident Settlement</b>
<b>c/o Claims Administrator</b>
<b>P.O. Box 25226</b>
<b>Santa Ana, CA, 92799-9958</b>

The written notice must clearly manifest your intent to opt-out of the Settlement Class, and must be postmarked no later than later than **January 28, 2026**.

If you submit a valid and timely opt out, you will not receive any benefits under the Settlement, and will not be bound by the terms of this Settlement Agreement.

### **THE COURT'S FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

#### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing at **10:30 AM** on **July 14, 2026**, in Department 12 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any timely and properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 16). The Court will also decide whether to approve fees and reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

#### **20. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

#### **21. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 16 above.

### **IF YOU DO NOTHING**

#### **22. What happens if I do nothing?**

If you do nothing, you will not receive any benefits or monetary compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement

and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

### **GETTING MORE INFORMATION**

#### **23. Are more details about the Settlement available?**

Yes. This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.CentrelakeDataIncidentSettlement.com](http://www.CentrelakeDataIncidentSettlement.com), call 1-833-417-4957, or write to the Claims Administrator, P.O. Box 25226 Santa Ana, CA, 92799-9958.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the Settlement or the Lawsuit.***