

Teresa C. Chow, SBN 237694  
tchow@bakerlaw.com  
**BAKER & HOSTETLER LLP**  
1900 Avenue of the Stars, Suite 2700  
Los Angeles, CA 90067  
Telephone: (310) 820-8800  
Facsimile: (310) 820-8859

Paul G. Karlsgodt (admitted *pro hac vice*)  
pkarlsgodt@bakerlaw.com  
**BAKER & HOSTETLER LLP**  
1801 California Street, Suite 4400  
Denver, CO 80202  
Telephone: (303) 861-0600  
Facsimile: (303) 861-7805

*Attorneys for Defendant*  
CENTRELAKE MEDICAL GROUP, INC.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

APRIL KAY MOORE, AURORA  
ROSARIO, KIMBERLY JOY, individually  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

CENTRELAKE MEDICAL GROUP, INC., a  
California corporation; DOES 1 to 10,  
inclusive,  
Defendants.

Case No.: 19STCV19196

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated as of June 6, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) April Kay Moore, Kimberly Joy, and Aurora Rosario (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at Wilshire Law Firm, PLC (together, “Proposed Settlement Class Counsel” or “Class Counsel”); and (ii) Centrelake Medical Group, Inc. (“Centrelake”), by and through its counsel of record, Paul G. Karlsgodt and Teresa C. Chow of Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended

1 by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released  
2 Claims (as defined below), upon and subject to the terms and conditions hereof.

3 **I. THE LITIGATION**

4 Between January 9, 2019 and February 19, 2019, Centrelake was the victim of a criminal  
5 cyberattack in which criminals gained access to certain of Centrelake's servers and installed a virus  
6 that prevented Centrelake from accessing certain information stored on those servers ("Data  
7 Incident"). Centrelake then conducted a forensic investigation into the Data Incident and notified  
8 individuals whose information may have been stored on the impacted servers. In total, Centrelake  
9 notified about 189,900 individuals of the Data Incident.

10 Subsequently, this lawsuit was filed asserting claims against Centrelake relating to the Data  
11 Incident (the "Litigation"). Specifically, Representative Plaintiffs asserted four (4) causes of action  
12 against Centrelake: (1) Breach of Express and/or Implied Contractual Promise, (2) Breach of  
13 Covenant of Good Faith and Fair Dealing, (3) Violation of Civil Code § 56, *et seq.*, and (4)  
14 Violation of California Business and Professions Code § 17200, *et seq.*

15 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution  
16 of all claims and causes of action asserted, or that could have been asserted, against Centrelake and  
17 the Released Persons (as defined below) relating to the Data Incident, by and on behalf of  
18 Representative Plaintiffs and Settlement Class Members (as defined below), and any other such  
19 actions by and on behalf of any other consumers and putative classes of consumers originating, or  
20 that may originate, in jurisdictions in the United States against Centrelake and the Released Persons  
21 relating to the Data Incident.

22 **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

23 Representative Plaintiffs believe that the claims asserted in the Litigation, as set forth in the  
24 First Amended Complaint, have merit. Representative Plaintiffs and Proposed Settlement Class  
25 Counsel recognize and acknowledge, however, the expense and length of continued proceedings  
26 necessary to prosecute the Litigation against Centrelake through motion practice, trial, and potential  
27 appeals. They have also taken into account the uncertain outcome and risk of further litigation, as  
28

1 well as the difficulties and delays inherent in such litigation. Proposed Settlement Class Counsel  
2 are highly experienced in class action litigation and very knowledgeable regarding the relevant  
3 claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They  
4 have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and  
5 adequate, and in the best interests of the Settlement Class.

### 6 **III. DENIAL OF WRONGDOING AND LIABILITY**

7 Centrelake denies each and all the claims and contentions alleged against it in the Litigation.  
8 Centrelake denies all charges of wrongdoing or liability as alleged, or which could be alleged, in  
9 the Litigation. Nonetheless, Centrelake has concluded that further conduct of the Litigation would  
10 be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in  
11 the manner and upon the terms and conditions set forth in this Settlement Agreement. Centrelake  
12 has considered the uncertainty and risks inherent in any litigation, including the possibility of  
13 financial ruin due to this Litigation. Centrelake has, therefore, determined that it is desirable and  
14 beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth  
15 in this Settlement Agreement.

### 16 **IV. TERMS OF SETTLEMENT**

17 NOW, THEREFORE, IT IS HEREBY AGREED, by and among Representative Plaintiffs,  
18 individually and on behalf of the Settlement Class, Proposed Settlement Class Counsel, and  
19 Centrelake that, subject to the approval of the Court, the Litigation and the Released Claims shall  
20 be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with  
21 prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except  
22 those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and  
23 subject to the terms and conditions of this Settlement Agreement, as follows:

#### 24 **1. Definitions**

25 As used in the Settlement Agreement, the following terms have the meanings specified  
26 below:

27 1.1 “Agreement” or “Settlement Agreement” means this agreement.  
28

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be timely and valid through the Dispute Resolution process.

1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means a company that is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid claims pursuant to ¶ 2.1.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of California, County of Los Angeles.

1.8 “Cy pres” means the California Health Care Foundation or a company to be jointly agreed upon by the Settling Parties and approved by the Court.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first date by which all the events and conditions specified in ¶ 10.1 herein have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement has received final approval by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or incentive award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court, in the form attached hereto as Exhibit E, or a judgment substantially similar to such form.

1.13 “Notice Specialist” means a company or such other notice specialist with recognized expertise in class action notice generally and data security litigation specifically, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their objection to the Settlement for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.18 “Proposed Settlement Class Counsel,” “Plaintiffs’ Counsel” and “Class Counsel” means Thiago M. Coelho, Lauren M. Lendzion, Jesenia A. Martinez, and Jesse S. Chen of Wilshire Law Firm, PLC.

1.19 “Related Entities” means Centrelake’s respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is

1 found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
2 aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*  
3 *contendere* to any such charge.

4 1.20 “Released Claims” shall collectively mean any and all claims and causes of action  
5 including, without limitation, any causes of action under or relying on the California Confidentiality  
6 of Medical Information Act, Ca. Civ. Code § 56, *et seq.*; the California Unfair Competition Law,  
7 Cal. Bus. & Prof. Code § 17200, *et seq.*; the California Consumers Legal Remedies Act, Cal. Civ.  
8 Code §§ 1750–1784, *et seq.*; and all similar statutes in effect in any states in the United States as  
9 defined herein; violations of the California and similar state consumer protection statutes;  
10 negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary  
11 duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or  
12 innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to  
13 any breach notification statute or common law duty; and including, but not limited to, any and all  
14 claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’  
15 fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future  
16 damages, statutory damages, punitive damages, special damages, exemplary damages, restitution,  
17 the appointment of a receiver, and any other form of relief that either has been asserted, or could  
18 have been asserted, by any Settlement Class Member against any of the Released Persons based on,  
19 relating to, concerning or arising out of the Data Incident and alleged theft of personally identifiable  
20 information, protected health information, or other personal information or the allegations, facts, or  
21 circumstances described in the Litigation. Released Claims shall not include the right of any  
22 Settlement Class Member or any of the Released Persons to enforce the terms of the settlement  
23 contained in this Settlement Agreement, and shall not include the claims of Settlement Class  
24 Members who have timely excluded themselves from the Settlement Class.

25 1.21 “Released Persons” means Centrelake and its Related Entities and each of their past  
26 or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their  
27  
28

1 respective predecessors, successors, directors, officers, employees, principals, agents, attorneys,  
2 insurers, and reinsurers.

3 1.22 “Release Effective Date” means the date on which all payments required under this  
4 Settlement have been issued to Settlement Class Members.

5 1.23 “Representative Plaintiffs” mean April Kay Moore, Kimberly Joy, and Aurora  
6 Rosario.

7 1.24 “Data Incident” means the cyberattack against Centrelake’s computer systems that  
8 occurred between January 9, 2019 and February 19, 2019.

9 1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of  
10 this Settlement Agreement.

11 1.26 “Settlement Class” means all persons who were notified by or on behalf of  
12 Centrelake regarding the Data Incident. The Settlement Class specifically excludes: (i) Centrelake  
13 and its parents, subsidiaries, officers and directors, and any entity in which Defendant has a  
14 controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion  
15 from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement, that  
16 Judge’s immediate family, and Court staff; and (iv) any other Person found by a court of competent  
17 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal  
18 activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

19 1.27 “Settlement Class Member(s)” means a Person(s) who falls within the definition of  
20 the Settlement Class.

21 1.28 “Settling Parties” means, collectively, Centrelake and Representative Plaintiffs,  
22 individually and on behalf of the Settlement Class.

23 1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class  
24 Member, including Representative Plaintiff, does not know or suspect to exist in their favor at the  
25 time of the release of the Released Persons that, if known by them, might have affected their  
26 settlement with, and release of, the Released Persons, or might have affected their decision not to  
27 object to and/or to participate in this Settlement Agreement. With respect to any and all Released  
28

1 Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative  
2 Plaintiffs and Centrelake expressly shall have, and each of the other Settlement Class Members  
3 shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights,  
4 and benefits conferred by California Civil Code § 1542, which provides:

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

11 No claims not falling within the definition of Released Claims will be released as part of  
12 this Settlement. However, Settlement Class Members, including Representative Plaintiffs and  
13 Centrelake, and any of them, may hereafter discover facts in addition to, or different from, those  
14 that they, and any of them, now know or believe to be true with respect to the subject matter of the  
15 Released Claims, but Representative Plaintiffs and Centrelake expressly shall have, and each other  
16 Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have,  
17 upon the Release Effective Date, fully, finally and forever settled and released any and all Released  
18 Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by  
19 operation of the Judgment to have acknowledged, that the foregoing waiver is a material element  
20 of the Settlement Agreement of which this Release is a part.

21 1.30 "United States" as used in this Settlement Agreement includes the District of  
22 Columbia and all territories.

23 **2. Settlement Benefits**

24 2.1 Expense Reimbursement. All Settlement Class Members who submit a valid claim  
25 using the Claim Form (Exhibit A to this Settlement Agreement) are eligible for the following out-  
26 of-pocket expenses, not to exceed \$500.00 per Settlement Class Member, that were incurred as a  
27 result of the Data Incident: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii)  
28

1 unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v)  
2 unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) long distance telephone charges;  
3 (viii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by  
4 the amount of data usage and incurred solely as a result of the Data Incident), and text messages (if  
5 charged by the message and incurred solely as a result of the Data Incident); (ix) unreimbursed  
6 charges from banks or credit card companies; (x) postage, gasoline for travel, and other incidental  
7 expenses; (xi) interest on payday loans due to card cancellation or due to over-limit situation  
8 incurred solely as a result of the Data Incident; (xii) up to three (3) hours of documented lost time  
9 spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues,  
10 reversing fraudulent charges, rescheduling medical appointments and/or finding alternative  
11 medical care and treatment, retaking or submitting to medical tests, locating medical records,  
12 retracing medical history, and any other demonstrable form of disruption to medical care and  
13 treatment (calculated at the rate of \$20.00 per hour), but only if at least one (1) full hour was spent,  
14 and only if the time can be documented with reasonable specificity by answering the questions on  
15 the Claim Form; and (xiii) costs of credit report(s), credit monitoring, or other identity theft  
16 insurance product purchased by Settlement Class Members between April 16, 2019 and the date of  
17 the Preliminary Approval Order. (with affirmative statement by Settlement Class Member that it  
18 was purchased primarily because of the Data Incident).

19 Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and  
20 submit a valid Claim Form to the Claims Administrator, postmarked or submitted online on or  
21 before the 180th day after the deadline for the completion of mailing notice to Settlement Class  
22 Members as set forth in ¶ 3.2. The notice to the class will specify this deadline and other relevant  
23 dates described herein. The Claim Form must be verified by the Settlement Class Member with a  
24 statement that their claim is true and correct, to the best of their knowledge and belief, and is being  
25 made under penalty of perjury. Notarization shall not be required. The Settlement Class Member  
26 must submit reasonable documentation that the out-of-pocket expenses and charges claimed were  
27 both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting  
28

documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.7.

2.2 Other Extraordinary Expense Reimbursement. Centrelake shall reimburse, as provided for below, each Settlement Class Member in the amount of their proven loss, but not to exceed \$3,500.00 per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that is claimed by the Settlement Class Member to have occurred more likely than not as a result of the Data Incident, regardless of whether said Settlement Class Member elects to make a claim for any other benefit available under this Settlement Agreement, and further that: (a) it is an actual, documented, and unreimbursed monetary loss; (b) was more likely than not caused by the Data Incident; (c) occurred during the time period from January 9, 2019 through and including the end of the applicable claims period (*see* ¶ 2.1, *infra*); and (d) is not already covered by one or more of the categories in ¶ 2.1. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1. As part of the extraordinary losses available under this paragraph,

- a) Centrelake shall reimburse any outpatient (non-hospital) radiology services paid within twelve (12) months of the data breach, with proof of said services by Settlement Class Members where the Settlement Class Member had to re-purchase the outpatient (non-hospital) radiology service due to losing 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 Incident); (2) the study was not a new study/order from medical provider; and (3) the cost was paid out of pocket by the Settlement Class Member (i.e., not paid or reimbursed by insurance or any third party medical group or previously reimbursed by Centrelake). The Settlement Class Member must provide evidence of all three conditions for the claim for reimbursement to be valid.
- b) Centrelake shall provide a **\$50.00 payment for each person who proves 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 plausibly connected to the incident, or other information reflecting that information compromised in the incident was misused by a third party.

2.2.1 Claimants seeking reimbursement for expenses or losses described in ¶ 2.2 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses. To be valid, claims for extraordinary expenses must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.2.2 Identity Theft Protection. Centrelake will offer all Settlement Class Members two (2) years of CyEx's Medical Shield Complete, which provides credit monitoring, medical identity monitoring, real-time alerts, and \$1,000,000.00 in identity theft insurance coverage. Similar products are currently offered to the public for \$24.99 per month. Codes will be distributed to claimants in the notice and services will be activated by the Claims Administrator within thirty (30) days of the Effective Date.

2.2.3 Distribution of Any Remainder. The Parties recognize that certain Settlement Class Members who request and receive Expense Reimbursements by check may not cash or deposit their checks within one hundred and eighty 180 days before which such checks expire. Accordingly, the Parties further recognize that there may be a remainder. On or about two hundred (200) days after Expense Reimbursements have been mailed, the Claims Administrator will determine the amount of any remainder, taking into consideration any further anticipated Administrative and Notice Costs that the Settlement Administrator may incur (the "Net Settlement Amount Remainder"). The Claims Administrator will then cause the Net Settlement Amount Remainder to be paid to an organization that would appropriately advance the Parties' goal of benefitting the Settlement Class, to be agreed to by the Parties and approved by the Court, as the *cy pres* recipient of the Agreement.

2.3 Information Security Enhancements. Prior to the sale of Centrelake in 2022 but after this Action was filed, Centrelake spent a total of \$1,100,000.00 on information security enhancements. The information security enhancements that Centrelake has already implemented include, but are not limited to:

- 1                   1) Increased end-point management through the use of ESET anti-virus and the
- 2 replacement of all endpoint hard drives;
- 3                   2) Upgraded threat analytics through the use of a third-party information
- 4 security vendor;
- 5                   3) Increased administrative access and domain management by, among other
- 6 things, utilizing a local administrator password solution to randomize local administrator
- 7 passwords and removing local administrator rights from all users;
- 8                   4) Deployed a central logging platform managed and monitored by a third-
- 9 party network operations center.
- 10                  5) Quarterly/annual penetration testing;
- 11                  6) Development of a formal remediation process; Installation of a next
- 12 generation firewall; and
- 13                  7) Development of corporate security standards based on external standards.

14           2.4 Nothing about this provision shall create any contractual rights to any present or

15 future equitable remedy requiring Centrelake to make or maintain any particular security processes

16 or procedures in the future.

17           2.5 Dispute Resolution for Claims: The Claims Administrator, in its sole discretion to

18 be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member;

19 (2) the claimant has provided all information needed to complete the Claim Form, including any

20 documentation that may be necessary to reasonably support the expenses described in ¶ 2.1 or ¶

21 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely

22 than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively,

23 “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in

24 writing, additional information as the Claims Administrator may reasonably require in order to

25 evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the

26 claimed losses, available insurance and the status of any claims made for insurance benefits, and

27 claims previously made for identity theft and the resolution thereof.

28

2.6 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.8 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a second determination. If the claimant accepts the second determination, then the approved amount shall be the amount to be paid. If the claimant contests the second determination and submits additional documentation or does not approve the second determination within thirty (30) days, then the

Claims Administrator will make a final, binding determination after consultation with counsel for all parties. The standard to be applied to this final determination is set forth in Paragraph 2.9.

2.9 Any final determination by the Claims Administrator on any disputed claim shall be based on whether the Settlement Administrator is persuaded that the claimed amounts are plausibly supported in fact and were more likely than not caused by the Data Incident. The Claims Administrator shall have the power to approve a claim in full or in part. The Claims Administrator's decision will be final and non-appealable.

2.10 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute Resolution described in ¶ 2.7, shall be paid by Centrelake.

2.11 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.12 Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to ¶¶ 2.1 through 2.11 of this Settlement Agreement shall be deemed confidential and protected as such by Centrelake and the Claims Administrator.

### **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Centrelake shall jointly submit this Settlement

1 Agreement to the Court and file a motion for preliminary approval of the settlement with the Court  
2 requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an  
3 order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- 4 a) certification of the Settlement Class for settlement purposes only pursuant  
5 to ¶ 2.11;
- 6 b) preliminary approval of the Settlement Agreement as set forth herein;
- 7 c) appointment of Proposed Settlement Class Counsel as Settlement Class  
8 Counsel;
- 9 d) appointment of Representative Plaintiffs as Class Representatives;
- 10 e) approval of a customary form of short notice to be mailed to Settlement  
11 Class Members (the “Short Notice”) in a form substantially similar to the  
12 one attached hereto as Exhibit B;
- 13 f) approval of a customary long form of notice (“Long Notice”) to be posted  
14 on the Settlement Website in a form substantially similar to the one attached  
15 hereto as Exhibit C, which, together with the Short Notice, shall include a  
16 fair summary of the parties’ respective litigation positions, the general  
17 terms of the settlement set forth in the Settlement Agreement, instructions  
18 for how to object to or opt-out of the settlement, the process and instructions  
19 for making claims to the extent contemplated herein, and the date, time and  
20 place of the Final Fairness Hearing;
- 21 g) appointment of Simpluris as the Notice Specialist and Claims  
22 Administrator; and
- 23 h) approval of a claim form substantially similar to that attached hereto as  
24 Exhibit A. *See* ¶¶ 2.1 and 2.2 above.

25 The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Notice  
26 Specialist and Claims Administrator but may be revised as agreed upon by the Settling Parties prior  
27 to submission to the Court for approval.  
28

3.2 Centrelake shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Attorneys' fees, costs, and expenses of Proposed Settlement Class Counsel and Plaintiffs' Counsel, and an incentive award to Class Representative, shall be paid by Centrelake as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members via mail to the postal address provided when the Settlement Class Members conducted transactions with Centrelake. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The settlement website and toll-free help line shall remain online and operable for at least six months after Final Approval. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Contemporaneously with seeking Final Approval, Proposed Settlement Class Counsel and Centrelake shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order. No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide to the Claims Administrator an electronic list from their records that includes the names, addresses and email addresses (if any) of Settlement Class Members for purpose of effectuating Notice.

3.3 Proposed Settlement Class Counsel and Centrelake's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval

of the settlement set forth herein. Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of the Application for attorneys' fees, costs, expenses and/or incentive award to Representative Plaintiffs no later than fourteen (14) days before the original date set for the Final Approval Hearing.

3.4 Centrelake will also cause the Claims Administrator to provide (at Centrelake's expense) notice to the relevant state and federal governmental officials as required by the Class Action Fairness Act.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must: (i) include the Class Member's full name, address, telephone number, and email address (if any); (ii) include the case name and number; and (iii) clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the Notice Program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 100 Opt-Outs (exclusions), Centrelake may, by notifying Proposed Settlement Class Counsel in writing, void this Settlement Agreement. If Centrelake voids the Settlement Agreement pursuant to this paragraph, Centrelake shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Settlement Class Counsel and Plaintiffs' Counsel and incentive awards and shall not, at

any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date to the designated Post Office box established by the Claims Administrator. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) the case name and number; and (iii) 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. Any Settlement Class Member has the right to appear at the Final Approval hearing to present objections, regardless of whether they submitted a written objection.

5.2 Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Release Effective Date, each Settlement Class Member, including Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

6.2 Upon the Release Effective Date, Centrelake shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Centrelake may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other

business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Centrelake or the Related Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel and Plaintiffs' Counsel.

**7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Incentive Award to Representative Plaintiffs**

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or incentive award to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Centrelake would pay reasonable attorneys' fees, costs, expenses, and an incentive award to Representative Plaintiffs as may be agreed to by Centrelake and Proposed Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. Centrelake and Proposed Settlement Class Counsel then negotiated and agreed as follows:

7.2 Centrelake has agreed to pay, subject to Court approval, the amount of \$525,000.00 to Proposed Settlement Class Counsel for attorneys' fees and reasonable costs and expenses of the Litigation within thirty (30) days of the Effective Date.

7.3 Subject to Court approval, Centrelake has agreed to pay an incentive award in the amount of \$2,500.00 to each of the Representative Plaintiffs within thirty (30) days of the Effective Date.

7.4 Once paid, Proposed Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and incentive award to Representative Plaintiffs consistent with ¶¶ 7.2 and 7.3.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the incentive award to Representative Plaintiffs, are intended to be considered by the Court separately

1 from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No  
2 order of the Court, or modification or reversal or appeal of any order of the Court, concerning the  
3 amount(s) of any attorneys' fees, costs, expenses, and/or incentive award ordered by the Court to  
4 Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment  
5 is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

6 **8. Administration of Claims**

7 8.1 The Claims Administrator shall administer and calculate the claims submitted by  
8 Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and  
9 Centrelake shall be given reports as to both claims and distribution, and have the right to review  
10 and obtain supporting documentation and challenge such reports if they believe them to be  
11 inaccurate or inadequate. The Claims Administrator's determination of the validity or invalidity of  
12 any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.7. All  
13 claims agreed to be paid in full by Centrelake shall be deemed valid.

14 8.2 Checks for Approved Claims shall be mailed and postmarked within twenty-one  
15 (21) days of the Effective Date, or within thirty (30) days of the date that the claim is approved,  
16 whichever is later.

17 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits  
18 hereunder within the time frames set forth herein, or such other period as may be ordered by the  
19 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits  
20 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,  
21 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

22 8.4 No Person shall have any claim against the Claims Administrator, Centrelake,  
23 Proposed Settlement Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Centrelake's counsel  
24 based on distributions of benefits to Settlement Class Members.

25 **9. Payment Schedule**

26 9.1 Centrelake, upon the receipt of payment information from the Claims  
27 Administrator including, wiring instructions and a properly completed and duly executed IRS Form  
28

W-9, along with any other necessary forms, shall pay costs sufficient to fund the settlement as follows:

- a) Centrelake shall pay an amount sufficient to fund the notice and claims administration costs within thirty (30) days of preliminary approval of the settlement.
- b) Centrelake shall pay all remaining amounts due under the settlement that are known to be due at the time of final approval within thirty (30) days of the date of final approval, or within thirty (30) days of the Effective Date, whichever is later.
- c) If any claims remain unresolved within sixty (60) days of final approval, any additional amounts due for claims approved after the date of final approval shall be paid by Centrelake within thirty (30) days from the date those claims are approved.

**10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Centrelake has not exercised their option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.12.

10.2 If all the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Proposed Settlement Class Counsel and Centrelake's counsel mutually agree in writing to proceed with the Settlement Agreement.

1           10.3     Within seven (7) days after the Opt-Out Date, the Claims Administrator shall  
2           furnish to Proposed Settlement Class Counsel and to Centrelake's counsel a complete list of all  
3           timely and valid requests for exclusion (the "Opt-Out List").

4           10.4     In the event that the Settlement Agreement is not approved by the Court or the  
5           settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the  
6           Settling Parties shall be restored to their respective positions in the Litigation and shall jointly  
7           request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid  
8           prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the  
9           Settlement Agreement shall have no further force and effect with respect to the Settling Parties and  
10          shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or  
11          order entered by the Court in accordance with the terms of the Settlement Agreement shall be  
12          treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to  
13          the contrary, no order of the Court or modification or reversal on appeal of any order reducing the  
14          amount of attorneys' fees, costs, expenses, and/or incentive awards shall constitute grounds for  
15          cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement  
16          in this Settlement Agreement to the contrary, Centrelake shall be obligated to pay amounts already  
17          billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute  
18          Resolution pursuant to ¶ 2.7 above and shall not, at any time, seek recovery of same from any other  
19          party to the Litigation or from counsel to any other party to the Litigation.

20                   **11.       Miscellaneous Provisions**

21           11.1     The Settling Parties: (i) acknowledge that it is their intent to consummate this  
22           agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and  
23           implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts  
24           to accomplish the terms and conditions of this Settlement Agreement.

25           11.2     The Settling Parties intend this settlement to be a final and complete resolution of  
26           all disputes between them with respect to the Litigation. The settlement compromises claims that  
27           are contested and shall not be deemed an admission by any Settling Party as to the merits of any  
28

1 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith  
2 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with  
3 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such  
4 party determines to be appropriate, any contention made in any public forum that the Litigation  
5 was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall  
6 have any liability to any other Party as it relates to the Litigation, except as set forth herein.

7 11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act  
8 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
9 settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the  
10 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the  
11 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence  
12 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative  
13 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may  
14 file the Settlement Agreement and/or the Judgment in any action that may be brought against them  
15 or any of them in order to support a defense or counterclaim based on principles of res judicata,  
16 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of  
17 claim preclusion or issue preclusion or similar defense or counterclaim.

18 11.4 The Settlement Agreement may be amended or modified only by a written  
19 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

20 11.5 The Settlement Agreement, together with the Exhibits attached hereto, constitutes  
21 the entire agreement among the parties hereto, and no representations, warranties or inducements  
22 have been made to any party concerning the Settlement Agreement other than the representations,  
23 warranties and covenants contained and memorialized in such document. Except as otherwise  
24 provided herein, each party shall bear its own costs. This agreement supersedes all previous  
25 agreements made by the parties.

26 11.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly  
27 authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be  
28

1 taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also  
2 are expressly authorized to enter into any modifications or amendments to the Settlement  
3 Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the  
4 spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

5       11.7 Each counsel or other Person executing the Settlement Agreement on behalf of any  
6 party hereto hereby warrants that such Person has the full authority to do so.

7       11.8 The Settlement Agreement may be executed in one or more counterparts. All  
8 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
9 complete set of original executed counterparts shall be filed with the Court.

10       11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the  
11 successors and assigns of the parties hereto.

12       11.10 The Court shall retain jurisdiction with respect to implementation and enforcement  
13 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the  
14 Court for purposes of implementing and enforcing the settlement embodied in the Settlement  
15 Agreement.

16       11.11 As used herein, “he” means “he, she, or it,” “his” means “his, hers, or its,” and “him”  
17 means “him, her, or it.”

18       11.12 All dollar amounts are in United States Dollars (USD).

19       11.13 Cashing a settlement check is a condition precedent to any Settlement Class  
20 Member’s right to receive settlement benefits. All settlement checks shall be void 180 days after  
21 issuance and shall bear the language: “This check must be cashed within 180 days, after which time  
22 it is void.” If a check becomes void, the Settlement Class Member shall have until six months after  
23 the Effective Date to request re-issuance. If no request for re-issuance is made within this period,  
24 the Settlement Class Member will have failed to meet a condition precedent to recovery of  
25 settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be  
26 extinguished, and Centrelake shall have no obligation to make payments to the Settlement Class  
27 Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The  
28

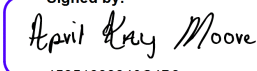
BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: 10/7/2025

Signed by:  
  
45851893340C4B3...  
April Kay Moore  
Representative Plaintiff

Dated: \_\_\_\_\_

Kimberly Joy  
Representative Plaintiff

Dated: \_\_\_\_\_

Aurora Rosario  
Representative Plaintiff

Dated: \_\_\_\_\_

Thiago M. Coelho  
Representative Plaintiffs' Counsel and  
Proposed Settlement Class Counsel

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory for  
Defendant Centrelake Medical Group, Inc.

Dated: \_\_\_\_\_

Paul G. Karlsgodt  
Counsel for  
Defendant Centrelake Medical Group, Inc.

BAKER & HOSTETLER LLP  
ATTORNEYS AT LAW  
LOS ANGELES

same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

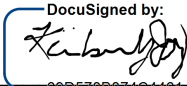
11.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: \_\_\_\_\_

April Kay Moore  
*Representative Plaintiff*

Dated: 10/7/2025

DocuSigned by:  
  
69D578B674C4461...

Kimberly Joy  
*Representative Plaintiff*

Dated: \_\_\_\_\_

Aurora Rosario  
*Representative Plaintiff*

Dated: \_\_\_\_\_

Thiago M. Coelho  
*Representative Plaintiffs' Counsel and  
Proposed Settlement Class Counsel*

Dated: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*Authorized Signatory for  
Defendant Centrelake Medical Group, Inc.*

Dated: \_\_\_\_\_

Paul G. Karlsgodt  
*Counsel for  
Defendant Centrelake Medical Group, Inc.*

same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

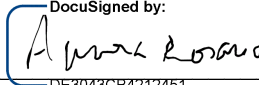
Dated: \_\_\_\_\_

\_\_\_\_\_  
April Kay Moore  
*Representative Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Joy  
*Representative Plaintiff*

Dated: 10/6/2025 \_\_\_\_\_

DocuSigned by:  
  
DE3043CB4212451...  
Aurora Rosario  
*Representative Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thiago M. Coelho  
*Representative Plaintiffs' Counsel and  
Proposed Settlement Class Counsel*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*Authorized Signatory for  
Defendant Centrelake Medical Group, Inc.*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Paul G. Karlsgodt  
*Counsel for  
Defendant Centrelake Medical Group, Inc.*

1 same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for  
2 any reason more than one hundred eighty (180) days from the Effective Date, requests for  
3 re-issuance need not be honored after such checks become void.

4 11.14 All agreements made and orders entered during the course of the Litigation relating  
5 to the confidentiality of information shall survive this Settlement Agreement.

6 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
7 executed, by their duly authorized attorneys.  
8

9 Dated: \_\_\_\_\_

\_\_\_\_\_  
April Kay Moore  
*Representative Plaintiff*

11 Dated: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Joy  
*Representative Plaintiff*

13 Dated: \_\_\_\_\_

\_\_\_\_\_  
Aurora Rosario  
*Representative Plaintiff*

15 Dated: October 7, 2025

16  
17   
\_\_\_\_\_  
Thiago M. Coelho  
*Representative Plaintiffs' Counsel and  
Proposed Settlement Class Counsel*

19 Dated: \_\_\_\_\_

20  
21 Name: \_\_\_\_\_  
22 Title: \_\_\_\_\_  
23 *Authorized Signatory for*  
24 *Defendant Centrelake Medical Group, Inc.*

25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
27 Paul G. Karlsgodt  
28 *Counsel for*  
*Defendant Centrelake Medical Group, Inc.*

1 same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for  
2 any reason more than one hundred eighty (180) days from the Effective Date, requests for  
3 re-issuance need not be honored after such checks become void.

4 11.14 All agreements made and orders entered during the course of the Litigation relating  
5 to the confidentiality of information shall survive this Settlement Agreement.

6 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
7 executed, by their duly authorized attorneys.

8  
9 Dated: \_\_\_\_\_

\_\_\_\_\_  
April Kay Moore  
Representative Plaintiff

10  
11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Joy  
Representative Plaintiff

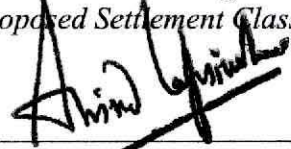
13  
14  
15 Dated: \_\_\_\_\_

\_\_\_\_\_  
Aurora Rosario  
Representative Plaintiff

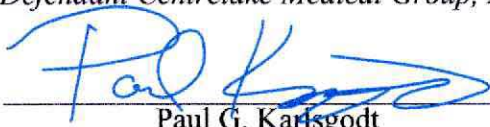
16  
17  
18 Dated: \_\_\_\_\_

\_\_\_\_\_  
Thiago M. Coelho  
Representative Plaintiffs' Counsel and  
Proposed Settlement Class Counsel

19  
20  
21 Dated: 10/07/2025

  
\_\_\_\_\_  
Name: Arvind G. Lapsiwala, MD  
Title: Chief Executive Officer  
Authorized Signatory for  
Defendant Centrelake Medical Group, Inc.

22  
23  
24  
25 Dated: 10/7/25

  
\_\_\_\_\_  
Paul G. Karlsgodt  
Counsel for  
Defendant Centrelake Medical Group, Inc.

# **EXHIBIT A**

## **CLAIM FORM**

This Claim Form should be filled out online or submitted by mail if you had documented out-of-pocket expenses, fraudulent charges, lost time spent dealing with the Data Incident, documented and unreimbursed extraordinary monetary losses as a result of the Data Incident. Checks will be mailed, or electronic payments will be made, to eligible Settlement Class Members if the Settlement is approved by the Court.

The Settlement Notice describes your legal rights and options. Please visit the official settlement administration website, [INSERT WEBSITE], or call [INSERT PHONE #] for more information.

Claim submission options:

- File a claim online at [INSERT WEBSITE]. Your form must be submitted by [INSERT DATE & TIME].
- Print this form, complete the form in its entirety, and mail to the Claims Administrator at the address listed below. Your Claim Form must be postmarked by [INSERT DATE].
- You can contact the Claims Administrator to request a Claim Form be mailed to you. You must complete the Claim Form in its entirety and then mail the completed Claim Form so that it is postmarked by [INSERT DATE].

YOU MUST INCLUDE YOUR CLASS MEMBER ID in Section 1 below. You can locate your Class Member ID at the top of the postcard Notice that was sent to you.

### **1. CLASS MEMBER INFORMATION**

Class Member ID: \_ \_ \_ \_ \_

Name (REQUIRED): \_\_\_\_\_  
First Name MI Last Name

\_\_\_\_\_  
Number and Street Address (REQUIRED)

\_\_\_\_\_  
City (REQUIRED) State (REQUIRED) Zip Code (REQUIRED)

Telephone Number (REQUIRED): ( \_ \_ \_ ) \_ \_ \_ - \_ \_ \_

Email Address (optional): \_\_\_\_\_@\_\_\_\_\_.

### **2. PAYMENT ELIGIBILITY INFORMATION**

Please review the Notice and sections 2.1 through 2.3 of the Settlement Agreement (available at [INSERT WEBSITE]) for more information on who is eligible for payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of documented out-of-pocket expenses, fraudulent charges, or lost time that you incurred between April 16, 2019 and the **Claim Deadline** as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

**A. Documented Ordinary Expense Reimbursement Resulting from the Data Incident:** (not to exceed \$**AMOUNT** per Settlement Class Member, combined with claimed lost time)

- ☐ Long distance phone charges
- ☐ Cellular phone charges (only if charged by the minute)
- ☐ Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident).
- ☐ Costs of credit reports (if purchased between April 16, 2019 and the Claim Deadline)

Total amount claimed for the categories above \$ \_\_\_\_\_

☐ ***I have attached a copy of a credit card statement, receipt, or other documentary proof of the foregoing fees, costs, or charges.***

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

- ☐ Costs associated with credit monitoring services and/or fraud resolution services purchased between April 16, 2019 and the **Claim Deadline**.

Total amount claimed for this category \$ \_\_\_\_\_

☐ ***I have attached a copy of a receipt or other documentary proof of purchase for each product purchased.***

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

☐ ***I affirm that the credit monitoring service or fraud resolution service I purchased primarily because of the Data Incident and not for any other purposes.***

**B. Lost Time Resulting from the Data Incident:** (up to three (3) hours of loss time may be claimed, payable at \$20.00 per hour)

- ☐ Between one (1) and three (3) hours of time spent dealing with the Data Incident (which will be calculated and paid at a rate of \$20.00 per hour). You must attest that any claimed lost time was spent responding to issues raised by the Data Incident and provide a written description of how the claimed

lost time was spent related to the Data Incident. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours claimed:

☐ 1 hour

☐ 2 hours

☐ 3 hours

*To receive this payment, you **must** indicate what you did by checking at least one of the below boxes, or provide a written description if no checkbox is applicable.*

I spent the claimed hours:

☐ Monitoring financial accounts

☐ Speaking and/or corresponding with financial institutions

☐ Monitoring medical or health insurance accounts

☐ Speaking and/or corresponding with medical institutions or health insurance companies

☐ Other:

---

---

---

---

---

C. **Documented Extraordinary Loss Reimbursement.** If you wish to receive reimbursement of actual, documented, and unreimbursed losses (up to \$**AMOUNT**) that were more likely than not caused by the Data Incident, occurred between April 16, 2019 and the **Claim Deadline**, and not already covered by one or more of the other categories of Settlement benefits, describe the unreimbursed losses claimed (including the amount of each loss), sign the attestation at the end of this Claim Form, and attach supporting documentation (if you provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). By signing the attestation below, you are affirming that to the best of your knowledge and belief the claimed losses were more likely than not caused by the Data Incident.

Describe all actual, documented, and unreimbursed losses (including the amount of each loss and the total amount claimed) that were more likely than not caused by the Data Incident.

Description of Loss	Amount

TOTAL Amount Being Claimed:	
-----------------------------	--

- ☐ *I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident.*
- ☐ Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.

**D. Payment for California Residents for Viewing of Medical Information**

If you are a California Resident and have proof suggesting that someone viewed any medical information affected by the Centrelake incident, you may also claim an additional \$50. Proof could include proof of identity theft or other misuse of your information more likely than not caused by the incident, even if that misuse did not cause you any monetary loss.

- ☐ I affirm that I am a California Resident and have suffered misuse of my information in a way that suggests an unauthorized person viewed my medical information.
- ☐ *I have attached documentation showing fraud or misuse of my information that was more likely than not caused by the Data Incident.*

**3. SIGN AND DATE YOUR CLAIM FORM.**

I declare under penalty of perjury and the laws of the United States and my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator or Claims Referee before my claim will be considered complete and valid.

_____	_____	____/____/____
<i>Signature</i>	<i>Print Name</i>	<i>Month/Day/Year</i> <i>(mm/dd/yyyy)</i>

**4. MAIL YOUR CLAIM FORM.**

This Claim Form and all supporting documentation must be either submitted online at **[INSERT WEBSITE]** or postmarked by **[INSERT DATE]** and mailed to:

**[INSERT MAILING ADDRESS]**

# **EXHIBIT B**

Centrelake Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box  
Santa Ana, CA 92799-9958

**Moore, et al. v. Centrelake Medical Group, Inc.,**  
Case No. 19STCV19196

**IF YOU WERE IMPACTED BY  
CENTRELAKE MEDICAL GROUP'S  
2019 DATA BREACH,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»  
«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»

### Why am I receiving this notice?

A Settlement has been reached with Centrelake Medical Group, Inc. ("Centrelake") in a class action lawsuit. The lawsuit is about Centrelake's early 2019 data breach (the "Data Incident"). Files containing private information were accessed. Centrelake denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

### Who is included in the Settlement?

You are a Class Member if you are a Centrelake patient; have a California address; and received a Data Incident notification in April 2019.

The court has appointed experienced attorneys, called Class Counsel, to represent the Class.

### What are the Settlement benefits?

All Class Members may enroll in two years of CyEx Medical Shield Complete with credit monitoring.

**YOUR ENROLLMENT CODE IS: «EnrollmentCode»**

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

Additionally, (1) if you have documented out-of-pocket expenses, you can get back up to \$500. (2) If you have documented losses from fraud or identity theft, you can get back up to \$3,500. (3) If you spent time responding to the Data Incident, you can get paid for up to 3 hours of your time at \$20/hour.

Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

### How do I receive a benefit?

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim. To receive a paper copy and submit by US Mail, call **1-XXX-XXX-XXXX**, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

### What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Exclusion Deadline]**. If you don't, you will not be able to sue Centrelake for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

### When will the Court approve the Settlement?

The Court will hold a hearing on **[FA Hearing Date]** at **[Court Address]**, to decide whether to approve the Settlement. The Court will also decide on Class Counsel's request for attorneys' fees and costs of up to \$525,000, and \$2,500 for each Plaintiff. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.**  
VISIT [WWW.SETTLEMENTWEBSITE.COM](http://WWW.SETTLEMENTWEBSITE.COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

**Centrelake Data Incident Settlement**  
**c/o Settlement Administrator**  
**P.O. Box [boxnumber]**  
**Santa Ana, CA 92799-9958**



**Centrelake Data Incident Settlement**

«First1» «Last1»

Use this card to notify the Claims Administrator if your contact information is different from what is shown above, or changes after you submit your claim.

Login ID: «LoginID»

PIN: «PIN»

Please provide your updated contact information below:

ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

***You must notify the Claims Administrator if your contact information is different from what is shown above, or changes after you submit your claim.***

# **EXHIBIT C**

***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 with a California address, 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.XXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXX.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 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 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 years of CyEx Medical Shield with credit monitoring 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	
ENROLL IN MEDICAL/CREDIT MONITORING	The postcard notice you received has an enrollment code. You can use this code to sign up for two years of CyEx Medical Shield with credit monitoring, which will become active upon final approval of the settlement.
SUBMIT A CLAIM FORM BY [DATE]	This is the only way you can get a cash payment.
OBJECT TO THE SETTLEMENT BY [DATE]	Write and submit reasons why you do not agree with the Settlement.
EXCLUDE YOURSELF BY [DATE]	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 [DATE]</b>	You may ask the Court for permission for you and/or your attorney to speak about your objection at the Final Approval 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.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), or call 1- - -.
- 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

### **BASIC INFORMATION..... PAGE 1**

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?

### **WHO IS INCLUDED IN THE SETTLEMENT? ..... PAGE 2**

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ..... PAGE 2**

7. What does the Settlement provide?
8. How do I enroll in medical/credit monitoring?
9. What cash compensation is available?

### **HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM .....PAGE 3**

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?

### **REMAINING IN THE SETTLEMENT .....PAGE 4**

13. Do I need to do anything to remain in the Settlement?
14. What am I giving up as part of the Settlement?

### **THE LAWYERS REPRESENTING YOU ..... PAGE 4**

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

### **OBJECTING TO THE SETTLEMENT ..... PAGE 5**

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

### **EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 6**

18. How do I opt out of the Settlement?

### **THE COURT’S FINAL APPROVAL HEARING ..... PAGE 6**

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the Final Approval Hearing?
21. May I speak at the Final Approval Hearing?

### **IF YOU DO NOTHING ..... PAGE 7**

22. What happens if I do nothing?

### **GETTING MORE INFORMATION..... PAGE 7**

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 with a California address, 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: Centrelake Medical Group, Inc., and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

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

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

Settlement Class Members can enroll in two years of free medical/credit monitoring 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.

### **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 [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com) 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 in 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 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 in documented, extraordinary losses that were more likely than not caused by the Data Incident, including:

- 1) unreimbursed identity 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 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. 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.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com), where you must also submit your Claim Form online or via U.S. mail postmarked no later than **Month Day, Year**.

### **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 [\[WEBSITE\]](#).

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

The Court will hold a Final Approval Hearing at [\[ \] : \[ \] .m.](#) on [Month Day, Year](#) 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 [Month Day, Year](#).

### **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 1.19, 1.20, 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 1.19, 1.20 of the Settlement Agreement. The Settlement Agreement is available at [www.XXXXXXXXXXXXXX.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, 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 a service 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 at the address below:

Claims Administrator at:

Claims Administrator
INSERT

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 Approval Hearing. Any Settlement Class Member has the right to appear at the Final Approval hearing to present objections, regardless of whether they submitted a written objection. If you intend to appear at the Final Approval 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.

If you intend to appear at the Final Approval Hearing through counsel, you may also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

### **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:

Claims Administrator
INSERT

The written notice must clearly manifest your intent to opt-out of the Settlement Class, and must be postmarked no later than later than **Month Day, 2025**.

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 APPROVAL 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 Approval Hearing at **: 0 .m.** on **Month Day, 2025**, 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 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 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 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 Approval Hearing?**

Yes, you may ask the Court for permission to speak at the Final Approval 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 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.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), or by writing to the Claims Administrator, P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

**24. How do I get more information?**

Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), call 1 \_\_\_\_\_, or write to the Claims Administrator, P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

***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.***