

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

In re City of Hope Data Security Breach Litigation
Case No. 24STCV09935

If You Are Receiving this Notice a Class Action Settlement May Affect Your Rights.

***The Superior Court of the State of California for the County of Los Angeles
authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning a data incident (the “Data Security Incident”) that was discovered by City of Hope in October 2023, involving files that may have contained Personally Identifiable Information and/or Protected Health Information (“Private Information”).
- The lawsuit is called *In re City of Hope Data Security Breach Litigation*, Case No. 24STCV09935 (Super. Ct. LA). The lawsuit asserts claims related to the Data Security Incident. The Defendant in the lawsuit is City of Hope National Medical Center and its related entities (collectively “Defendant” or “City of Hope”). City of Hope denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.
- Class Members are all individuals to whom City of Hope sent notice of the Data Security Incident that was discovered in October 2023. The Class specifically excludes: (i) the Judge(s) presiding over the Action and members of their immediate families and their staff; (ii) City of Hope and its subsidiaries, parent companies, successors, predecessors, and any entity in which City of Hope, has a controlling interest; (iii) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (iv) the successors or assigns of any such excluded natural person.
- Settlement Class Members are eligible to receive the following relief: (1) up to \$5,000 in reimbursement for Documented Losses consisting of actual documented losses or expenses resulting from the Data Security Incident, and reimbursement for up to four (4) hours of lost time at \$25 per hour (“Documented Losses”), or (2) a \$100 Cash Payment that will be reduced or increased *pro rata* based on the money remaining in the Settlement Fund after the payment of attorneys’ fees and expenses, Settlement Administration expenses, Class Representative Service Awards, the costs of monitoring services, and Valid Claims for Documented Losses and California Statutory Cash Payments (“Alternative Cash Payments”). Additionally, Settlement Class Members who are residents of California (who resided in California at any point between September 19, 2023 and January 13, 2026) will be entitled to an additional cash payment (“California Statutory Cash Payment”) in the amount of \$250, which may be adjusted on a *pro rata* basis. Valid Claims for Documented Losses/Alternative Cash Payments and California Statutory Cash Payments may be combined. Additionally, all Settlement Class Members who submit a claim for monetary payment will also automatically receive a code to enroll, at their option, in a medical information protection and credit monitoring service offered through CyEx.

The Settlement Administrator will post additional information about the payment amount on www.cityofhopedatabreachsettlement.com. For complete details, please see the Settlement Agreement, whose terms control, available at www.cityofhopedatabreachsettlement.com.

- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is January 13, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. You may download an exclusion form at www.cityofhopedatabreachsettlement.com . The deadline to exclude yourself from the Settlement is December 15, 2025 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is December 15, 2025 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on February 20, 2026 at 9:30 A.M. PT.
DO NOTHING	You get no payment and you give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.cityofhopedatabreachsettlement.com.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, it becomes Final, following the Effective Date.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a Cash Payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge David S. Cunningham III of the Los Angeles County Superior Court is overseeing this class action. The case is called *In re City of Hope Data Security Breach Litigation*, Case No. 24STCV09935 (Super. Ct. LA) (the “Action”).

Graciela Rodriguez, Pamela Krause, Lynsey Saurenmann, Samuel Tsou, Christopher Mastro, Laura Delapaz, Tammy Julian, Brian Ridley, Patricia Lopez, Jason Singleton, John Sjodin, Joseph De Rivera, Irwin Ojeda, d’Amileau Baulk, Maxfield Manley, L.E., and Danicia Haskins are the Plaintiffs. The company sued, City of Hope National Medical Center (and its related entities), is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Graciela Rodriguez, Pamela Krause, Lynsey Saurenmann, Samuel Tsou, Christopher Mastro, Laura Delapaz, Tammy Julian, Brian Ridley, Patricia Lopez, Jason Singleton, John Sjodin, Joseph De Rivera, Irwin Ojeda, d’Amileau Baulk, Maxfield Manley, L.E., and Danicia Haskins, sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures necessary to protect Private Information that it maintained on its database.

Defendant denies these allegations and denies that it is or can be held liable for the claims made in the lawsuit. More information about the allegations in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the Settlement Website at www.cityofhopedatabreachsettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Class Members will get compensation now rather than years later—if ever. The Class Representatives and Class Counsel, attorneys for the Class Members, agree the Settlement is in the best interests of the Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Class Member if City of Hope sent you a notice on or around April of 2024 indicating that your Private Information may have been compromised in the Data Security Incident, which was discovered in October 2023. The Class specifically excludes: (i) the Judge(s) presiding over the Action and members of their immediate families and their staff; (ii) City of Hope and its subsidiaries, parent companies, successors, predecessors, and any entity in which City of Hope, has a controlling interest; (iii) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (iv) the successors or assigns of any such excluded natural person. Eligible Class Members will have been mailed notice of their eligibility by the Settlement Administrator, and Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at (833) 630-8405 or by visiting the Settlement Website at www.cityofhopedatabreachsettlement.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides eligible Class Members with (1) up to \$5,000 in reimbursement for Documented Losses, including reimbursement for lost time up to 4 hours at \$25 per hour; or (2) in lieu of claims for Documented Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment in the amount of \$100 that will be increased or reduced *pro rata* based on the money remaining in the Settlement Fund after the payment of attorneys' fees and costs, Settlement Administration costs, Class Representative Service Awards, the costs monitoring services, and valid claims for Document Losses and California Statutory Cash Payments. Additionally, Settlement Class Members who are residents of California (and/or who resided in California at any point between September 19, 2023 and January 13, 2026) will be entitled to an additional cash payment in the amount of \$250, which may be adjusted on a *pro rata* basis. Valid Claims for Documented Losses/Alternative Cash Payments and California Statutory Cash Payments may be combined. Additionally, all Settlement Class Members who submit a claim for monetary payment will also automatically receive a code to enroll, at their option, in a medical information protection and credit monitoring service offered through CyEx.

6.A. Who May Recover for Documented Losses and for How Much?

- If you are a Class Member and you incurred documented out of pocket losses fairly traceable to the Data Security Incident and/or documented unreimbursed expenses incurred after October 13, 2023, that are related to the Data Security Incident, you may be eligible to receive reimbursement of your losses and expenses up to a total of \$5,000 per Class Member. Eligible losses or expenses include, without limitation: (i) long distance telephone charges; (ii) cell phone minutes (if charged by the minute); (iii) internet usages charges (if either charged by the minute or incurred solely as a result of the Data Security incident); (iv) costs of credit reports purchased after October 13, 2023; (v) documented costs paid for credit monitoring services and/or fraud resolution services purchased after October 13, 2023, provided Claimant provides a sworn statement that the monitoring or

service was purchased primarily because of the Data Security Incident and not for other purposes; (vi) documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; (vii) other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator; (viii) compensation for lost time spent dealing with the Data Security Incident at \$25/hour, up to four (4) hours maximum per Settlement Class Member, who must provide a sworn check-box attestation that time claimed was spent dealing with the aftermath of the Data Security Incident. The sworn attestation shall satisfy the documentation requirement for this type of loss; and (ix) any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.

- Settlement Class Members who elect to submit a claim for reimbursement of Documented Losses must provide to the Claims Administrator information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Documented Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation. For complete details, please see the Settlement Agreement, whose terms control, available at www.cityofhopedatabreachsettlement.com. The Settlement Administrator will post additional information about the payment amount on www.cityofhopedatabreachsettlement.com, if necessary.

6.B. Who May Receive an Alternative *Pro Rata* Cash Payment and for How Much?

In lieu of making a Documented Loss Payment, all Settlement Class Members may make a Claim to receive an Alternative Cash Payment of approximately \$100 that will be adjusted up or down to account for the money remaining in the Settlement Fund after the payment of attorneys' fees and costs, Settlement Administration costs, Class Representative Service Awards, the costs of monitoring services, and valid claims for Documented Losses and California Statutory Cash Payments.

6.C. Who May Receive a California Statutory Cash Payment and for How Much?

In addition to making a claim for Documented Losses or the Alternative Cash Payment, Settlement Class Members who are residents of California (and/or who resided in California at any point between September 19, 2023 and January 13, 2026) will be entitled to an additional cash payment in the amount of \$250, which may be adjusted on a *pro rata* basis. To qualify for the California Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

6.D. Who May Receive Medical Identity-Theft Protection and Monitoring?

All Settlement Class Members who submit a claim for Documented Losses or the Alternative Cash Payment will also automatically receive a code to enroll, at their option, in a medical information protection and monitoring service offered through CyEx. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud, and comes with single-bureau credit monitoring. The cost of Medical Identity-Theft Protection and Monitoring will be paid from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option.

Maximum Settlement Contribution: Under this Settlement, the maximum total amount Defendant may be required to pay is \$8,500,000. This maximum includes reimbursements for Documented Losses up to \$5,000, *pro rata* cash payments of approximately \$100, *pro rata* California Statutory Cash Payments of approximately \$250, medical information protection and monitoring service offered through CyEx, attorneys' fees, costs, and expenses awarded by the Court to Class Counsel, any awarded class representative service awards, and notice and administrative costs for the Settlement. In no event shall Defendant's total financial obligation under the Settlement exceed \$8,500,000.

HOW TO GET BENEFITS

7. How do I make a Claim?

By submitting a valid claim form on or before the claim deadline of January 13, 2026. If you received the April 2024 data breach notification letter (or received one shortly thereafter), you can make a claim by filling out and submitting the claim form available at www.cityofhopedatabreachsettlement.com.

You can also contact the Settlement Administrator to request a paper claim form by telephone (1-833-630-8405), email (info@cityofhopedatabreachsettlement.com), or U.S. mail (City of Hope Medical Center, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324).

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your postcard Notice (or the top of your email notice) to fill out a Claim Form. If you do not know your Class Member ID, please contact the Settlement Administrator.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **February 20, 2026, 9:30 A.M. PT.** If the Court grants final approval of the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the time for all appeals and other reviews expires or, if any are filed, after all such appeals or reviews are completed. Please be patient. Eligible claims will be paid to Class Members via written check unless a Class Member chooses to receive payment electronically. All checks will expire and become void 180 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC, John J. Nelson of Milberg Coleman Bryson Phillips, PLLC, and Jason Wucetich of Wucetich & Korovilas LLP as “Class Counsel.”

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid from the Settlement Fund. Class Counsel will not seek more than \$2,833,333.33 in attorneys’ fees and reasonably incurred litigation costs and expenses, not to exceed \$50,000. Class Counsel will also request a Service Award of up to \$4,000 per Class Representative. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representatives. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant and Released Parties about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.cityofhopedatabreachsettlement.com. However, you may exclude yourself from the Settlement (see **Question 14**). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

1.37 “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) arising from or related to the Data Security Incident that have or could have been asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising

out of, or reasonably related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. For the avoidance of doubt, Released Claims do not extend to medical malpractice claims or claims related to the provision of medical care by City of Hope.

The Settlement Agreement in Subsections 1.37, 1.38, 4.1-4.3, 11.1, and 14.9 describe the Release, Released Claims, and untimely Valid Claims in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.cityofhopedatabreachsettlement.com or in the public court records on file in this lawsuit.

The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the date the Settlement Agreement is executed. The Released Claims shall also not include the right of Plaintiffs or any Class Member to enforce the terms of the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Security Incident. You will be in the Class, and if the Court grants final approval of the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you opt-out of (i.e., excluded yourself from) the Settlement, you will not have any rights as a member of the Class under the Settlement terms; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must mail a letter or Request for Exclusion stating in writing and must identify the case name "*In re City of Hope Data Security Breach Litigation*, No. 24STCV09935"; state the name, address, telephone number and Class Member ID of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*In re City of Hope Data Security Breach Litigation*.'". You must mail your Request for Exclusion, **postmarked no later than December 15, 2025**, to the following address:

City of Hope Medical Center
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you did not exclude yourself from the Class and think that the Court should not approve the settlement, you can object to the Settlement and provide reasons why you think the settlement should not be approved. Such notice must state: (a) state the Settlement Class Member's full name, current mailing address, Class Member ID of the Settlement Class Member, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.

To be timely, written notice of an objection in the appropriate form must be mailed, with a **postmark date no later than December 15, 2025**, to the Settlement Administrator, Kroll, at City of Hope Medical Center, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324. You or your counsel shall also file any Objection with the Court through the Court's ECF (i.e., electronic case file) system or by submitting your objection to the Clerk of Court, which is located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement, unless the Objection(s) were previously filed on the docket.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **February 20, 2026 at 9:30 A.M. PT** at the **Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Department 11**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award Payment to the Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.cityofhopedatabreachsettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.cityofhopedatabreachsettlement.com.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT WWW.CITYOFHOPEATABREACHSETTLEMENT.COM, BY CALLING TOLL-FREE AT, (833) 630-8405, BY EMAIL AT INFO@CITYOFHOPEATABREACHSETTLEMENT.COM, OR WRITING TO:

*City of Hope Medical Center
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5324*

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.