

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated December 20, 2024, is made and entered into by and among Plaintiffs, for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Deanco Healthcare, LLC dba Mission Community Hospital (“Defendant” or “Deanco”). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, on or around May 1, 2023, Deanco experienced a cybersecurity attack that affected its computer systems (the “Data Security Incident”).

WHEREAS, a subsequent investigation determined that during this Data Security Incident a threat actor gained access to Deanco’s IT network and acquired certain database files that included Plaintiffs’ and Class Members’ addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, health insurance plan member ID, claims data and clinical information about Plaintiffs’ and Class Members’ care with Mission Community Hospital (collectively, the “Personally Identifying Information”).

WHEREAS, Deanco began notifying potentially impacted individuals about the Data Security Incident on or around November 21, 2023.

WHEREAS, beginning on November 30, 2023, putative class actions related to the Data Security Incident were filed in the Superior Court of California for the County of Los Angeles (*Ali Concepcion v. Deanco Healthcare, LLC* (Case No: 23STCV29292); and *Lisa Robert-McCharen v. Deanco Healthcare, LLC d/b/a Mission Community Hospital* (Case No: 23STCV29517)).

WHEREAS, on March 29, 2024, the *Concepcion* and *Robert-McCharen* cases were consolidated under the lead case: *Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*, No. 23STCV29292 (the “Action”).

WHEREAS, on April 2, 2024, the parties informed the Court that they were in the process of selecting a mediator and the Court ordered the parties to participate in a mediation session by July 1, 2024.

WHEREAS, the Parties continued to maintain an open dialogue concerning the contours of a potential agreement and began settlement negotiations. These arms-length settlement negotiations lasted many weeks during which the Parties also laid out their respective positions on the litigation, including with respect to the merits, class certification and settlement, to each other, and exchanged certain information and documents.

WHEREAS, as a result of these arms-length settlement negotiations, the Parties were able reach an agreement and resolved the dispute without needing a formal mediation.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on

behalf of Plaintiffs and the members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiffs' Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Deanco's potential defenses, including conducting an independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Deanco may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Deanco has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Deanco specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Deanco of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Action” means the consolidated case captioned *Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*, No. 23STCV29292, pending in the Los Angeles Superior Court.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. The total cost of Administration Expenses shall not exceed \$235,400.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.7 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 1.8 “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting preliminary approval.
- 1.9 “Class Counsel” means M. Anderson Berry of Emery Reddy Berry PC; Patrick A. Barthle of Morgan & Morgan Complex Litigation Group; Ryan D. Maxey of the Maxey Law Firm, P.A.; and Daniel Srourian of Srourian Law Firm, P.C. (collectively “Class Counsel” or “Settlement Class Counsel”).

- 1.10 “Class Member” means a member of the Settlement Class.
- 1.11 “Class Representatives” and “Plaintiffs” means Ali Concepcion and Lisa Robert-McCharen.
- 1.12 “Court” means the Superior Court for the State of California, Los Angeles County.
- 1.13 “Data Security Incident” refers to the unauthorized access of Personally Identifying Information that is the subject of the Action and that occurred on Deanco’s computer systems on or around May 1, 2023.
- 1.14 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident and incurred on or after May 1, 2023.
- 1.15 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.16 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.17 “Deanco’s Counsel” or references to counsel for Deanco means the law firm Baker Hostetler, LLP.
- 1.18 “Deanco” or “Defendant” means Deanco Healthcare, LLC dba Mission Community Hospital and its current and former affiliates, parents, subsidiaries, and successors.
- 1.19 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.
- 1.20 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.
- 1.21 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Civil Procedure Code and whether to issue the Final Approval Order and Judgment.
- 1.22 “Judgment” means a judgment rendered by the Court.
- 1.23 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.

- 1.24 “Medical Monitoring Services” means the CyEx Medical Shield Complete¹ product which includes single bureau credit monitoring, Healthcare Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, International Classification of Disease Monitoring, National Provider Identifier Monitoring, Health Savings Account Monitoring, Dark Web Monitoring, \$1,000,000 Identity Theft Insurance, Real-Time Authentication Alerts, High-Risk Transaction Monitoring, Security Freeze Assist, and Identity Theft Recovery Specialists.
- 1.25 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) all costs of claims administration (including applicable taxes, if any), (ii) Plaintiffs’ counsel’s fees and expenses and Court-approved service awards, (iii) the costs of providing the Medical Monitoring Services, dedicated fraud specialists, and \$1,000,000 in identity theft and fraud insurance, and (iv) approved claims for approved documented losses (up to \$5,000 per person).
- 1.26 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.
- 1.27 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.
- 1.28 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.29 “Objection Deadline” means the date by which Class Members must postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.
- 1.30 “Opt-Out Period” means the period in which a Class Member may submit a request to exclude him or herself from the Settlement (“Request for Exclusion”), pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

¹ See <https://cyex.com/medical-shield/> (last visited August 22, 2024).

- 1.31 “Parties” means the Plaintiff and Defendant.
- 1.32 “Personally Identifying Information” means information potentially compromised in the Data Security Incident, including Class Members’ addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, health insurance plan member ID, claims data and clinical information about their care with Deanco.
- 1.33 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- 1.34 “Reminder Notice” means a subsequent Notice sent to all Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e. U.S. Mail). A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.
- 1.35 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.
- 1.36 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—liquidated or unliquidated, legal, statutory, or equitable—that was asserted on behalf of the Settlement Class in the Action reasonably related to or arising from the Data Security Incident.
- 1.37 “Released Parties” means (1) the Defendant; (2) each of Defendant’s respective parents, subsidiaries, sibling entities, administrators, successors, reorganized successors, insurers, and members; (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph; and (4) current and former Deanco patients and/or customers, including the customer entities who used Deanco, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Security Incident. Each of the Released Parties may be referred to individually as a “Released Party.”

- 1.38 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth below.
- 1.39 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.40 “Settlement Administrator” means Kroll Settlement Administration, LLC (“Kroll”), the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Deanco may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.41 “Settlement Benefit(s)” means any Settlement Payment, the Medical Monitoring Services, the Documented Out-of-Pocket Loss Payments, the Residual Cash Payments, and the Business Practice Commitments set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.42 “Settlement Class” and “Class” means all 269,847 individuals whose Personally Identifying Information may have been compromised in the data breach that is the subject of the Notice of Security Breach that was sent to Plaintiffs and Class Members on or around November 21, 2023 (the “Data Security Incident”). Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Deanco and its subsidiaries, parent companies, successors, predecessors, and any entity in which Deanco, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 1.43 “Settlement Fund” means the sum of \$1,546,409.42 to be paid by Deanco, as specified in Section 3.1 of this Agreement.
- 1.44 “Settlement Payment” means any payment to be made to any Class Member for Approved Claims pursuant to Section 3.2 herein.
- 1.45 “Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- 1.46 “Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.

1.47 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(1)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the settlement account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

2. BUSINESS PRACTICE COMMITMENTS

- 2.1 In consideration for the Settlement and Releases provided herein, Deanco has implemented or will implement certain reasonable measures to secure personal information within its servers.
- 2.2 Deanco has provided a declaration detailing the security measures to plaintiffs’ counsel.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

3.1 Deanco will pay, or cause to be paid, \$1,546,409.42 to the Settlement Administrator on a non-reversionary basis to settle the case (the “Settlement Fund”). The Settlement Fund will be the complete, total, and final extent of the Released Parties’ liability in connection with the settlement of the Action, but for the expense(s) associated with the Business Practice Commitments to which Deanco has committed, set forth in Section 2, which are separate and apart from the Settlement Fund. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Deanco. The Settlement Fund will be applied to payment of Class Member claims, notice and administration expenses (to be agreed upon by the Parties), attorneys’ fees and expenses of counsel, and class representative service awards. Deanco shall make, or cause to be made, the payment of the cost of notice to the Settlement Class within thirty (30) days following preliminary approval and receipt of an invoice and payment instructions from the Settlement Administrator. Deanco shall make, or cause to be made, the payment of the balance of the Settlement Fund within thirty (30) days of the Effective Date. If final approval is not granted for any reason, the balance of the Settlement Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Account, shall be returned to Deanco, within ten (10) days after such denial of final approval.

3.2 The Settlement Payment is to be deposited in an interest-bearing bank account established and administered by the Settlement Administrator (the “Settlement Account”). The Settlement Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards.

(a) All interest on the funds in the Settlement Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

(b) The funds in the Settlement Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Settlement Account. All Taxes shall be paid out of the Settlement Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Settlement Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations

thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.3 Settlement Payments. Each Class Member may submit a claim for:

- (a) Documented Loss Payment. Class Members may submit a claim for actual out of pocket losses fairly attributable to the Data Security Incident (in accordance with the schedule below), cumulatively up to \$5,000 per individual. These losses must be accompanied by appropriate documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as:
 - (i) Long distance telephone charges.
 - (ii) Cell phone minutes (if charged by the minute).
 - (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).
 - (iv) Costs of credit reports purchased between May 1, 2023, and the claims deadline.
 - (v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between May 1, 2023, and the claims deadline, provided claimant provides 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.

(ix) Any claim submitted by a 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 a Residual Cash Payment, rather than be denied outright.

(b) Medical Monitoring Services. In addition to all other benefits provided for in ¶ 3.3, Class Members may submit a claim to receive the Medical Monitoring Services detailed in Section 1.24 herein for a period of two (2) years. Plaintiffs will not need to supply any documentary proof to select this option.

(c) California Statutory Claim Benefits. In addition to all other benefits provided for in ¶ 3.3, Class Members who were residents of California at the time of the Data Security Incident, may submit a claim to receive a payment of \$100 from the Settlement Fund (“California Statutory Payment”) in recognition of their statutory rights. Plaintiffs will be required to attest that they were a California resident at the time of the Data Security Incident to claim this benefit.

(d) Residual Cash Payment. In addition to all other benefits provided for in ¶ 3.3, Class Members may submit a claim to receive a *pro rata* residual cash payment from the Settlement Fund (“Residual Cash Payment”). The amount of the Residual Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.8 after amounts sufficient to pay valid claims for benefits and costs/expenses, including items detailed in Sections 3.18, 8, and 9 (and taxes, expenses, service awards, fees) have been deducted from the Settlement Fund. Plaintiffs will not need to supply any documentary proof to select this option.

3.4 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

3.5 Deadline to File Claims. Claim Forms must be postmarked or received electronically within ninety (90) days after the Notice Date. For Settlement Class Members to whom Notice is returned by the USPS and re-mailed by the Settlement Administrator, the Opt-Out, Objection, and Claims deadlines will be extended by fourteen days.

3.6 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the

extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

- 3.7 Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.
- 3.8 Plan of Allocation. It is the intention of the parties to distribute to Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all costs of claims administration (including applicable taxes, if any), (ii) Plaintiffs' counsel's fees and expenses and Court-approved service awards, (iii) the costs of providing the Medical Monitoring Services, dedicated fraud specialists, and \$1,000,000 in identity theft and fraud insurance; (iv) approved claims for approved documented losses (up to \$5,000 per person); and (v) approved claims for California Statutory Payments. The remaining amount is the Net Settlement Fund. The amount of the Residual Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for that option. Any claims for out-of-pocket losses under Section 3.3 that were rejected for that category will also be eligible for the Residual Cash Payment under this formula, as opposed to being rejected outright.
- 3.9 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or Residual Cash Payment by physical check, shall have 180 days following distribution to deposit or cash their benefit check.
- 3.10 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 180 days after the distribution of all payments described above to the Class Members, the subsequent Residual Cash Payment will be evenly distributed to all Class Members with approved claims for monetary payments under paragraph 3.3 above and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed in equal parts to Privacy Rights Clearinghouse, the *cy pres* recipient mutually agreed upon by the Parties.

- 3.11 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.
- 3.12 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Deanco after the Effective Date.
- 3.13 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Settlement Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Deanco and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.14 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Deanco and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Deanco and/or its insurers.
- 3.15 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Deanco with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.
- 3.16 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

3.17 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.18 Limitation of Liability

- (a) Deanco and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and Deanco and Deanco's Counsel, harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees

or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. RELEASE

- 4.1 Upon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the Settlement Class List in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims against each of the Released Parties, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the operative Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any other unidentified third-party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.
- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this

Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Deanco stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Deanco reserves the right to contest class certification for all other purposes. Plaintiffs and Deanco further stipulate to designate the Class Representatives as the representatives for the Settlement Class.
- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by postcard with a tear-off claim form to the same list of approximately 269,847 addresses that were mailed notice of the Data Security Incident. Supplemental notice shall be provided by email where available (in a manner to appropriately protect the confidential nature of the data at issue, if necessary). Notice will also be provided by targeted publication to ensure adequate reach where Deanco is not in possession of accurate mail or email addresses. A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.
- 6.4 Settlement Class List. Within ten (10) days after the issuance of the Preliminary Approval Order, Deanco will provide to the Settlement Administrator a list of the names and contact information of the 269,847 Class Members that it has in its possession, custody, or control, and which have had confirmed deceased

individuals removed. Everyone on the Settlement Class List will be provided with a unique identifier that they will be asked for when they submit claims.

- 6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Deanco's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Deanco, or Deanco's Counsel, will be secure and used solely for the purpose of effecting this Settlement.
- 6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the claimant is a Class Member and the claim is valid. Anyone who has a good faith belief that they are a Class Member but did not receive the Summary Notice from the Class Member will have a reasonable opportunity to provide proof that they are a Class Member.
- 6.7 Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website.
- 6.8 Opt Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by

notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name “*Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*”; state the name, address, telephone number and unique identifier 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 ‘*Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*.’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt outs.

- 6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the 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 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 Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All

written objections must be submitted to the Settlement Administrator by mailing them to: One World Trade Center, 285 Fulton Street, 31st Floor, New York, NY 10007. All objections must be postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Deanco's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Deanco's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

- (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Deanco's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Deanco's Counsel;
- (ii) Provide weekly reports to Class Counsel and Deanco's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Deanco's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iii) Make available for inspection by Class Counsel and Deanco's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (iv) Cooperate with any audit by Class Counsel or Deanco's Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

8. SERVICE AWARDS

- 8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$2,000 per Class Representative. Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days before the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, at the same time as the distribution of funds to Class Members, as provided for in Section 3.8, *supra*.

- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

- 9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to 35% (thirty-five percent) of the Settlement Fund (i.e., \$541,243.30), and, additionally, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), not to exceed \$50,000, no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, at the same time as the distribution of funds to Class Members, as provided for in Section 3.8, *supra*.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.
- 9.4 Deanco reserves the right to challenge or object to Plaintiffs' requested Fee Award and Costs.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
- (a) Deanco and Class Counsel execute this Agreement;
 - (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
 - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
 - (d) The Court enters the Final Approval Order; and

- (e) The Final Approval Order have become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.
- 10.2 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party, in its sole discretion, to be exercised within fourteen (14) days after such modification, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.
- 10.3 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.4 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.
- 10.5 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys’ fees and costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

- 11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against Deanco as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Deanco with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Deanco;
- (b) shall not be offered or received against Deanco as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Deanco;
- (c) shall not be offered or received against Deanco as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Deanco, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Deanco as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Deanco have any merit.

12. REPRESENTATIONS

- 12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

EMERY REDDY BERRY PC
M. Anderson Berry (SBN 262879)
anderson@emeryreddy.com
Gregory Haroutunian (SBN 330263)
gregory@emeryreddy.com
600 Stewart Street, Suite 1100
Seattle, WA 98101

**MORGAN & MORGAN COMPLEX
LITIGATION GROUP**
Patrick A. Barthle (*pro hac vice* forthcoming)
pbarthle@ForThePeople.com
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602

MAXEY LAW FIRM, P.A.
Ryan D. Maxey
ryan@maxeyfirm.com
107 N. 11th Street, #402
Tampa, Florida 33602

SROURIAN LAW FIRM, P.C.
Daniel Srourian (SBN 285678)
daniel@slfla.com
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210

Counsel for Plaintiffs' and the Settlement Class

- 13.2 All notices to Deanco or Deanco's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

BAKER HOSTETLER LLP
Marcus McCutcheon
600 Anton Boulevard, Suite 900
Costa Mesa, CA 92626-7221
Email: mmccutcheon@bakerlaw.com

BAKER HOSTETLER LLP
Casie D. Collignon, Esq.
1801 California Street, Suite 4400
Denver, CO 80202-2662
Telephone: (303) 764-4037
Email: ccollignon@bakerlaw.com;

Counsel for Defendant

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the following address:

Deanco Data Security Incident Litigation
c/o Settlement Administrator
Kroll Settlement Administration LLC
One World Trade Center, 285 Fulton Street, 31st Floor, New York, NY 10007

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

14. MISCELLANEOUS PROVISIONS

- 14.1 Representation by Counsel. The Class Representatives and Deanco represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.
- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.


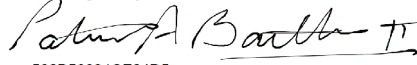


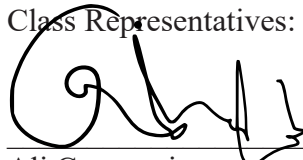

- 14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 Resolution of Disputes. The Parties agree to submit any disputes related to the Settlement Agreement to John W. Thornton of JAMS in the first instance.
- 14.13 Interpretation.
- (a) Definitions apply to the singular and plural forms of each term defined.
 - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 14.14 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations.
- 14.15 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

- 14.16 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.17 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.18 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.19 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 14.20 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.21 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.22 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

<p>For Defendant Deanco Healthcare, LLC dba Mission Community Hospital</p> <p>_____ Marcus McCutcheon, Esq. Casie D. Collignon, Esq. BAKER HOSTETLER, LLP</p>	<p>For Plaintiffs and Members of the Settlement Class</p> <p>_____ M. Anderson Berry EMERY REDDY BERRY, APC</p> <p>_____ Patrick A. Barthle MORGAN & MORGAN COMPLEX LITIGATION GROUP</p> <p>_____ Ryan D. Maxey MAXEY LAW FIRM, P.A.</p> <p>_____ Daniel Srourian SROURIAN LAW FIRM, P.C.</p>
<p>Deanco Healthcare, LLC dba Mission Community Hospital:</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Class Representatives:</p> <p>_____ Ali Concepcion</p> <p>_____ Lisa Robert-McCharen</p>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

<p>For Defendant Deanco Healthcare, LLC dba Mission Community Hospital</p> <p>_____ Marcus McCutcheon, Esq. Casie D. Collignon, Esq. BAKER HOSTETLER, LLP</p>	<p>For Plaintiffs and Members of the Settlement Class</p>  <p>_____ M. Anderson Berry EMERY REDDY BERRY, APC</p> <p>DocuSigned by:  <small>522B56634CE24D5...</small> Patrick A. Barthle MORGAN & MORGAN COMPLEX LITIGATION GROUP</p> <p>DocuSigned by:  <small>5D3B12B59B2446C...</small> Ryan D. Maxey MAXEY LAW FIRM, P.A.</p>  <p>_____ Daniel Srourian SROURIAN LAW FIRM, P.C.</p>
<p>Deanco Healthcare, LLC dba Mission Community Hospital:</p> <p>_____ Name: _____ Title: _____</p>	<p>Class Representatives:</p>  <p>_____ Ali Concencion DocuSigned by:  <small>653E13E70F844B1...</small> Lisa Robert-McCharen</p>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

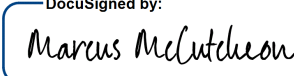
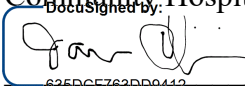
<p>For Defendant Deanco Healthcare, LLC dba Mission Community Hospital</p> <p>DocuSigned by:  6846CA64E16A45D...</p> <p>Marcus McCutcheon, Esq. Casie D. Collignon, Esq. BAKER HOSTETLER, LLP</p>	<p>For Plaintiffs and Members of the Settlement Class</p> <p>_____ M. Anderson Berry EMERY REDDY BERRY, APC</p> <p>_____ Patrick A. Barthle MORGAN & MORGAN COMPLEX LITIGATION GROUP</p> <p>_____ Ryan D. Maxey MAXEY LAW FIRM, P.A.</p> <p>_____ Daniel Srourian SROURIAN LAW FIRM, P.C.</p>
<p>Deanco Healthcare, LLC dba Mission Community Hospital:</p> <p>DocuSigned by:  635DF763DD9412...</p> <p>Name: James Theiring Title: CEO</p>	<p>Class Representatives:</p> <p>_____ Ali Concepcion</p> <p>_____ Lisa Robert-McCharen</p>

EXHIBIT A

Your claim
must be
submitted
online or
postmarked by:
[DEADLINE]

*Deanco Healthcare Data Breach Litigation
Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital,
No. 23STCV29292 (Cal. Super. Ct.)*

DEANCO-
CLAIM

**DEANCO HEALTHCARE
DATA SECURITY INCIDENT CLAIM FORM**

USE THIS FORM TO MAKE A CLAIM FOR (1) MEDICAL MONITORING SERVICES, (2) A DOCUMENTED LOSS PAYMENT, AND/OR (3) A RESIDUAL CASH PAYMENT (INCLUDING A CALIFORNIA STATUTORY PAYMENT)

*Para una notificación en Español, llamar (888) 888-8888 o visitar nuestro sitio web
www.XXXXXXX.com.*

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that you are a Class Member of a Settlement that was reached as a result of a Data Security Incident that occurred on or about May 1, 2023, when Deanco Healthcare, LLC dba Mission Community Hospital (“Deanco”) experienced a cybersecurity attack that affected its IT network (the “Data Security Incident”), you are a Class Member.

For an electronic payment, you MUST submit a claim online at www.website.com by <<Claims Deadline>>

As a Class Member, you are eligible to make a claim for two (2) years of Medical Monitoring Services AND/OR for **the following three options:**

- (1) up to a \$5,000 cash payment for reimbursement of Documented Losses that are fairly attributable to the Data Security Incident (“Documented Loss Payment”);
- (2) California statutory claim benefits in the form of a cash payment of \$100 (“California Statutory Payment”) for Class Members who were California residents at the time of the Data Security Incident; and
- (3) a *pro rata* residual cash payment (“Residual Cash Payment”), subject to a *pro rata* adjustment dependent on the number of Class Members who participate in the Settlement and submit valid and Approved Claims for Medical Monitoring Services, Documented Loss Payments, and California Statutory Payments.

All Class Members are eligible to receive Medical Monitoring Services. The Medical Monitoring Services provided by CyEx’s Medical Shield Complete product includes single bureau credit monitoring, Healthcare Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, International Classification of Disease Monitoring, National Provider Identifier Monitoring, Health Savings Account Monitoring, Dark Web Monitoring, \$1,000,000 Identity Theft Insurance, Real-Time Authentication Alerts, High-Risk Transaction Monitoring, Security Freeze Assist, and Identity Theft Recovery Specialists. All Settlement Class Members who submit a claim for monetary payment will also be eligible to receive the Medical Monitoring Services and will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement – that can be used to enroll in the service.

Residual Cash Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at [XXX](#).

Please complete this Claim Form on behalf of the individual who received a notification from Deanco.

This Claim Form may be submitted online at www.XXXXX.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*Deanco Data Security Incident Litigation
c/o Kroll [Settlement Administration LLC](#)
[P.O. Box XXXXX](#)*

II. PAYMENT SELECTION

If you would like to elect to receive your cash payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

III. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of Medical Monitoring Services, Residual Cash Payments, and California Statutory Payments, you must notify the Settlement Administrator in writing at the address above.

<input type="text"/>	<input type="text"/>	
First Name	Last Name	
<input type="text"/>		
Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	Phone Number	Unique ID

IV. MEDICAL MONITORING SERVICES

All Class Members are eligible to receive Medical Monitoring Services.

Please check this box if you wish to receive two (2) years of Medical Monitoring Services, make sure to provide your email address in the space provided above and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Medical Monitoring Services. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date"). You do not need to submit any additional documents to receive Medical Monitoring Services so long as you provide your Notice ID Number that was provided on your mailed Notice.

**In addition to the Medical Monitoring Services,
You may select any of the following options:**

- (1) Reimbursement for Documented Losses (Proceed to Section IV)**
- (2) Residual Cash Payment (Proceed to Section V)**
- (3) California Statutory Payment (Proceed to Section VI)**

V. REIMBURSEMENT FOR DOCUMENTED LOSSES

VI. RESIDUAL CASH PAYMENT

If you wish to receive a Residual Cash Payment you must check off the box for this section, and then simply return this Claim Form. You do not need to submit any additional documents if you are electing this category, so long as you provide your Unique ID Number that was provided on your mailed Notice.

VII. CALIFORNIA STATUTORY PAYMENT

If you are a California Resident and/or resided in California on May 1, 2023 and wish to receive a California Statutory Cash Payment you must check off the box for this section, sign the attestation at the end of this Claim Form (section VII), and return this Claim Form. If you are not a resident of California (or were not a resident of California on May 1, 2023), then you are not eligible for the additional California Statutory Payment.

REQUIRED CALIFORNIA STATUTORY CASH PAYMENT ATTESTATION

I, _____, declare that I am a resident of the State of California and/or resided in California on
[Name]
May 1, 2023.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed
on _____, in _____, _____.
[Date] [City] [State]

[Signature]

VIII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature:

Date: _____

Print Name

EXHIBIT B

Court Approved Legal Notice
Concepcion et. al. v. Deanco Healthcare
d/b/a Mission Community Hospital,
Case No. 23STCV29292
Superior Court of California
County of Los Angeles

**As a Result of the DEANCO
HEALTHCARE DATA SECURITY
INCIDENT, You Can Get Expanded Identity
Theft and Fraud Monitoring to Protect
Your Information, Plus Cash Payments.**

This is not a solicitation from a lawyer.

**For more information about the
Settlement and how to file a Claim Form
visit or call:**

**www.XXXXXXXXXX.com
(888) 888-8888**

*Para una notificación en Español, llamar
(888) 888-8888 o visitar nuestro sitio web
www.XXXXXXXXXX.com.*

Deanco Healthcare Security Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXX
New York, NY 10150-XXXX

«ScanString»

Postal Service: Please do not mark barcode

Unique ID: «Unique ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Unique ID <<Unique ID>>
<<First Name>> <<Last Name>>
<<Address>>

Deanco Healthcare Data Security Incident Claim Form

<<BARCODE>>

Complete this Claim Form if you wish to receive Medical Monitoring Services, the California Statutory Cash Payment, and/or the *pro rata* Residual Cash Payment. Visit **WEBSITE** to submit a claim for Documented Losses or to download a Claim Form to complete and submit by mail.

To receive a Settlement Payment from this Settlement via an electronic payment, you must submit a Claim Form electronically at **www.Website.com** by **<<Claims Deadline>>**.

Medical Monitoring Services

Check this box if you want to receive two (2) years of Medical Monitoring Services. Provide your email address:

California Statutory Payment

Check this box if you declare that you are a resident of the State of California and/or resided in California on May 1, 2023, and want to receive a cash payment of \$100. You do not need to suffer Documented Losses or expenses to select this option.

Attestation (You must check the box below to obtain compensation for California Statutory Payment)

I declare under penalty of perjury under the laws of the State of California that I was a resident of California and a current or former patient of Deanco's at the time of the Data Security Incident on May 1, 2023.

Residual Cash Payment

Check this box if you want to receive a *pro rata* Residual Cash Payment under the Settlement.

If you are a Class Member, you may receive a cash payment from money remaining in the Settlement Fund after all claims are submitted. You do not need to suffer Documented Losses or expenses to select this option.

By signing my name below, I declare under penalty of perjury under the laws of the State of California that the information included on this Claim Form for the California Statutory Payment, a *pro rata* Residual Cash Payment, and/or Medical Monitoring Services is true and accurate, certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: _____ Printed Name: _____ Date: _____

A proposed Settlement arising out of a security incident has been reached with Deanco Healthcare, LLC dba Mission Community Hospital ("Deanco"). On May 1, 2023, Deanco experienced a cybersecurity attack that affected its IT network (the "Data Security Incident"). A subsequent investigation determined that during this Data Security Incident a threat actor compromised certain database files that included addresses, dates of birth, Social Security Numbers, driver's license numbers, financial account information, health insurance plan member IDs, claims data, and clinical information about care with Deanco (collectively, "Personally Identifying Information").

Who is Included? The Court decided that Class Members means all individuals whose Personally Identifying Information may have been compromised in the data breach that is the subject of the Notice of Data Security Incident that was sent to Plaintiffs and Class Members on or around November 21, 2023.

What does the Settlement Provide? The Settlement establishes a \$1,546,409.42 Settlement Fund to be used to pay for reimbursement of Documented Losses, Medical Monitoring Services, the California Statutory Payment, and *pro rata* Residual Cash Payments to valid Claimants; costs of Administrative Expenses not to exceed \$235,400; Service Awards to the Class Representatives; and Fee Award and Costs for Class Counsel, up to a maximum of 35% of the Settlement Fund (\$541,243.30) and reasonable costs not to exceed \$50,000. Also, Deanco has agreed to undertake certain remedial measures and enhanced data security measures. All Claimants are eligible to receive two (2) years of Medical Monitoring Services. In addition, Claimants may also select the following form of monetary relief:

- **California Statutory Payment** – a cash payment of \$100 from the Settlement Fund for all Settlement Class Members who resided in California during the time of the Data Security Incident.
- **Residual Cash Payments** – a *pro rata* cash payment from the money remaining in the Settlement Fund after all claims are submitted.

In addition to the Medical Monitoring Services, California Statutory Payment, and a *pro rata* Residual Cash Payment, Claimants may elect to receive a Documented Loss Payment which constitutes reimbursement for certain Documented Losses, i.e., money spent or lost, that more likely than not resulted from the Deanco Data Security Incident (up to \$5,000) with submission of Reasonable Documentation.

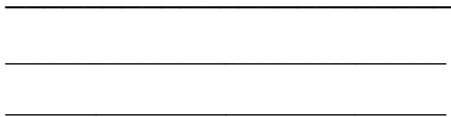
How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at www.XXXXXXXX.com. You may also get a paper Claim Form at the website and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Deanco or other Released Parties related to the Deanco Healthcare Data Security Incident, as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may

object to the Settlement by **DATE**. Visit www.XXXXXXXXXX.com for complete information on how to exclude yourself from or object to the Settlement.

The Final Approval Hearing. The Court has scheduled a hearing in this case for **DATE at TIME** in Courtroom **X** located at **312 North Spring Street, Los Angeles, CA 90012**, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check www.XXXXXXXXXX.com for those details.

This Notice is only a Summary. Visit www.XXXXXXXXXX.com or call toll-free (XXX) XXX-XXXX for additional information or to change your address.



Business
Reply
Mail

Deanco Healthcare Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O Box XXXXX
New York, NY 10150-XXXX

EXHIBIT C

Notice of Deanco Healthcare Data Security Incident Class Action Settlement

This is not a solicitation from a lawyer. Please read this Notice carefully and completely.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

*Para una notificación en español, llamar **PHONE NUMBER** o visitar nuestro sitio web www.XXXXXXXXXX.com.*

- A proposed Settlement arising out of a security incident has been reached with Deanco Healthcare, LLC dba Mission Community Hospital (“Deanco”). On May 1, 2023, Deanco experienced a cybersecurity attack that affected its IT network (the “Data Security Incident”). A subsequent investigation determined that during this Data Security Incident a threat actor compromised certain database files that included addresses, dates of birth, Social Security Numbers, driver’s license numbers, financial account information, health insurance plan member IDs, claims data, and clinical information about care with Mission Community Hospital (collectively, “Personally Identifying Information”). If you were notified by Deanco or a Deanco affiliate that your Personally Identifying Information may have been compromised because of the Deanco Healthcare Data Security Incident, you are included in this Settlement as a Class Member.
- Under the Settlement, Deanco has agreed to establish a \$1,546,409.42 Settlement Fund. The Settlement Fund will pay for two (2) years of Medical Monitoring Services to all Class Members who elect to receive it, the California Statutory Claim Benefits in the form of a \$100 cash payment (“California Statutory Payment”) for eligible Class Members, and/or a *pro rata* residual cash payment (“Residual Cash Payment”). In addition to the Medical Monitoring Services, California Statutory Payment, and Residual Cash Payment, Class Members can elect to receive reimbursement of up to \$5,000 per Class Member for Class Members who incurred certain Documented Losses (“Documented Loss Payment”). The Settlement Fund will also be used to pay for the costs of the Settlement Administrative Expenses not to exceed \$235,400, Court-approved Service Awards for named Plaintiffs or Class Representatives, and the Fee Award and Costs. In addition, Deanco will undertake certain remedial measures and enhanced security measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including a Documented Loss Payment, California Statutory Payment or Medical Monitoring Services and/or a <i>pro rata</i> Residual Cash Payment. If you submit a Claim Form, you will give up the right to sue Deanco and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Deanco or certain other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court or appearing at the Final Approval Hearing and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Deanco and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call **PHONE NUMBER.**

DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Deanco and other Released Parties for the claims this Settlement resolves.
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

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

The case is known as *Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*, Case No. 23STCV29292 (the “Action”), in the Los Angeles Superior Court. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Deanco Healthcare dba Mission Community Hospital, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this Action about?

On May 1, 2023, Deanco experienced a cybersecurity attack that affected its IT network (the “Data Security Incident”). A subsequent investigation determined that during this Data Security Incident a threat actor compromised certain database files that included addresses, dates of birth, Social Security Numbers, driver’s license numbers, financial account information, health insurance plan member IDs, claims data, and clinical information about care with Mission Community Hospital (collectively, “Personally Identifying Information”). After conducting a thorough investigation, Deanco began notifying individuals of the Data Security Incident on or around November 21, 2023.

The Plaintiffs claim that Deanco failed to adequately protect their Personally Identifying Information and that they were injured as a result. Deanco denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, Deanco is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Ali Concepcion and Lisa Robert-McCharen.

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All individuals whose Personally Identifying Information may have been compromised in the data breach that is the subject of the Notice of Data Security Incident that was sent to Plaintiffs and Class Members on or around November 21, 2023.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call **PHONE NUMBER**.**

If you received Notice of this Settlement by mail or email, you are a Class Member, and your legal rights are affected by this Settlement. If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Deanco and its subsidiaries, parent companies, successors, predecessors, and any entity in which Deanco, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

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

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.XXXXXX.com, or call the Settlement Administrator’s toll-free telephone number at **PHONE NUMBER**.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for two (2) years of Medical Monitoring Services, the California statutory claim benefits which includes a \$100 California Statutory Payment for eligible Class Members who were California residents at the time of the Data Security Incident, and/or a *pro rata* Residual Cash Payments. The amount of the Residual Cash Payment will be determined after amounts sufficient to pay Approved Claims for benefits (and Taxes, expenses, Service Awards, fees and the approved California Statutory Payment (as defined in Section 8(B) below)) have been deducted from the Settlement Fund, and may be adjusted on a *pro rata* basis.

In addition to the Medical Monitoring Services, California Statutory Payment, and *pro rata* Residual Cash Payment, Class Members can elect to receive cash payments of up to \$5,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”) as described below.

In addition, Deanco has taken/continued certain remedial measures and enhanced security measures as a result of the Data Incident.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the four Settlement Benefit options is the best option for you.

A. Medical Monitoring Services.

Class Members may file a Claim Form to receive Medical Monitoring Services whether or not you make a claim for the Documented Loss Payment, California Statutory Payment, and/or the *pro rata* Residual Cash Payment. Medical Monitoring Services provides a way to protect yourself from unauthorized use of your personal information. If you already have identity theft and fraud monitoring, you may still sign up for this additional protection. The Medical Monitoring Services provided by this Settlement are separate from, and in addition to, the identity theft and fraud monitoring that may have been offered to you by Deanco in response to the Data Security Incident. You are eligible to make a claim for the Medical Monitoring Services being offered through this Settlement even if you did not sign up for the previous services.

The Medical Monitoring Services means the CyEx Medical Shield Complete product and includes single bureau credit monitoring, Healthcare Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, International Classification of Disease Monitoring, National Provider Identifier Monitoring, Health Savings Account Monitoring, Dark Web Monitoring, \$1,000,000 Identity Theft Insurance, Real-Time Authentication Alerts, High-Risk Transaction Monitoring, Security Freeze Assist, and Identity Theft Recovery Specialists.

To receive Medical Monitoring Services, you must submit a completed Claim Form including a valid email address. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice. If you file an Approved Claim, you will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement -- that can be used to enroll in the service.

B. California Statutory Claim Benefits.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call **PHONE NUMBER**.**

In addition to the Documented Loss Payment, Residual Cash Payment, and Medical Monitoring Services, you may elect to receive a payment of \$100 from the Settlement Fund in recognition of your statutory rights under California law. To receive the California Statutory Payment you must submit a completed Claim Form electing to receive the California Statutory Payment and/or submit the tear-off claim form you may have received by mail to the Settlement Administrator. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice and you must provide a sworn check-box attestation that you were a resident of California during the Data Security Incident.

C. Residual Cash Payment.

In addition to the Documented Loss Payment, California Statutory Payment, and Medical Monitoring Services, you may elect to receive a *pro rata* Residual Cash Payment. The amount of the Residual Cash Payment will be determined depending after amounts sufficient to pay Approved Claims for benefits (and Taxes, expenses, Service Awards, fees) have been deducted from the Settlement Fund. To receive a Residual Cash Payment, you must submit a completed Claim Form electing to receive a Residual Cash Payment or submit the tear-off claim form you may have received by mail to the Settlement Administrator. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice.

Individual Residual Cash Payments may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Question 9 below.

D. Documented Loss Payment.

In addition to the Medical Monitoring Services, California Statutory Payment, and the *pro rata* Residual Cash Payment, you may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that more likely than not resulted from the Deanco Healthcare Data Security Incident, or you spent money to protect yourself from future harm because of the Deanco Healthcare Data Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$5,000 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after May 1, 2023, that are fairly attributable to the Deanco Healthcare Data Security Incident, including for example, long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident), and/or costs of credit reports purchased during the specific time period.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered as an alternative claim for a Residual Cash Payment.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Documented Loss Payment, the California Statutory Payment, Medical Monitoring Services and/or Residual Cash Payment), it is important for you to understand how Settlement Payments will be made. Class Counsel will seek attorneys' fees up to a maximum of 35% of the \$1,546,409.42 Settlement Fund (i.e., \$541,243.30), reasonable costs and expenses incurred by attorneys for the Class not to exceed \$50,000 (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the Settlement administration in an amount not to exceed \$235,400, and Service Awards of up to \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Claims for Medical Monitoring Services will be paid first.
2. Approved Documented Loss Payments. If money remains in the Settlement Fund after paying for the Medical Monitoring Services, approved Documented Loss Payment claims will be paid second. If your claim for a

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.

Documented Loss Payment is rejected by the Settlement Administrator and you do not cure it, your claim for a Documented Loss Payment will instead be considered a claim for a Residual Cash Payment.

3. Approved California Statutory Payments. If money remains in the Settlement Fund after paying for the Medical Monitoring Services and Documented Loss Payment, California Statutory Payment claims will be paid third.
4. Approved Residual Cash Payments. If money remains in the Settlement Fund after paying Medical Monitoring Services claims, California Statutory Payments, and Documented Loss Payment claims, the remaining amount, if any, is the Net Settlement Fund. The Net Settlement Fund shall be used to make the Residual Cash Payments. The amount of the Residual Cash Payments shall be the Net Settlement Fund divided by the number of Approved Claims submitted for the Residual Cash Payment option.

10. What is the total value of the Settlement?

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$1,546,409.42 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

11. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Deanco and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

12. What are the Released Claims and Released Parties?

If the Settlement is approved, the Class Representatives and all Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the operative Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any other unidentified third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

Released Parties means (1) the Defendant; (2) each of Defendant’s respective parents, subsidiaries, sibling entities, administrators, successors, reorganized successors, insurers, and members; (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph; and (4) current and former Deanco patients and/or customers, including the customer entities who used Deanco, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Security Incident. Each of the Released Parties may be referred to individually as a “Released Party.”

Released Claims means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—liquidated or unliquidated, legal, statutory, or equitable—that was asserted on behalf of the Settlement Class in the Action reasonably related to or arising from the Data Security Incident.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.XXXXX.com.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXX.com or call PHONE NUMBER.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **DATE**. Claim Forms may be submitted online at www.XXXXXX.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling **PHONE NUMBER** or by writing to the Settlement Administrator at

Deanco Healthcare Data Security Incident Litigation

c/o Kroll Settlement Administration LLC

P.O. Box XXXXX

New York, NY 10150-XXXX.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please email **EMAIL ADDRESS** to obtain it.

You may submit a claim for a Documented Loss Payment, Medical Monitoring Services, the California Statutory Payment, **AND/OR** a *pro rata* Residual Cash Payment by submitting a Claim Form on the Settlement Website or by mail via the tear-off postcard Claim Form, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator. To submit a Documented Loss Payment, you must visit **WEBSITE** to submit a claim for documented out-of-pocket losses or to download a Claim Form to complete and submit by mail.

14. How do I make a claim for a Documented Loss Payment for reimbursement?

To file a claim for a Documented Loss Payment of up to \$5,000 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**. Claims for Documented Loss Payments must be made using the Claim Form found on **WEBSITE** and cannot be made using only the tear-off Claim Form provided as part of the postcard Notice.

The Claim Form requires that you sign the attestation regarding the information you provided **and** that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, your claim for a Documented Loss Payment will instead be considered a claim for a Residual Cash Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at **WEBSITE**.

The deadline to file a claim for a Documented Loss Payment is **DATE**. Claims must be filed (or postmarked if mailed) by this deadline.

15. How do I make a claim for Medical Monitoring Services?

To file a claim for Medical Monitoring Services, you must submit a valid Claim Form or the tear-off Claim Form provided as part of the postcard Notice as electing to receive Medical Monitoring Services. To submit a claim for the Medical Monitoring Services, you may tear off and return to the Settlement Administrator the tear-off Claim Form you may have received in the mail, complete a Claim Form on the Settlement Website, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for Medical Monitoring Services are included on the Claim Form. You may access the Claim Form at www.XXXX.com.

The deadline to file a claim for Medical Monitoring Services is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

16. How do I make a claim for the California Statutory Payment?

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call **PHONE NUMBER**.

To file a claim for the California Statutory Payment provided as part of the California statutory claim benefits, you must submit a valid Claim Form or the tear-off Claim Form provided as part of the postcard Notice electing to receive the California Statutory Payment. To submit a claim for the California Statutory Payment, you may tear off and return to the Settlement Administrator the tear-off Claim Form you may have received in the mail, complete a Claim Form on the Settlement Website, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

The deadline to file a claim for the California Statutory Payment is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

17. How do I make a claim for a Residual Cash Payment?

To file a claim for a *pro rata* Residual Cash Payment, you must submit a valid Claim Form electing to receive the Residual Cash Payment. To submit a claim for the Residual Cash Payment, you may tear off and return to the Settlement Administrator the tear-off Claim Form you may have received in the mail, complete a Claim Form on the Settlement Website, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for a *pro rata* Residual Cash Payment are included on the Claim Form. You may access the Claim Form at www.XXXXX.com.

The deadline to file a claim for a *pro rata* Residual Cash Payment is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing **EMAIL ADDRESS** or by writing to the following address:

Deanco Healthcare Data Security Incident Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXX
New York, NY 10150-XXXX

18. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid and Approved Claim for Medical Monitoring Services, the Settlement Administrator will send you information on how to activate your medical monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the Unique ID number provided on the postcard Notice to activate your Medical Monitoring Services.

Payment for Approved Claims for a Documented Loss Payment, California Statutory Payment, and/or a *pro rata* Residual Cash Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for Approved Claims for a Documented Loss Payment, California Statutory Payment, and/or a *pro rata* Residual Cash Payment via PayPal, Venmo, or other digital payment options instead of a check by submitting your Claim Form online at www.website.com.

The approval process may take time. Please be patient and check www.XXXX.com for updates.

19. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$1,546,409.42 Settlement Fund will ever be paid back to Deanco. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) among all Class Members with Approved Claims for Documented Loss Payments and Residual Cash Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, and if possible, the remaining Net Settlement Fund will be distributed in equal parts to Privacy Right Clearinghouse, a *cy pres* recipient mutually agreed upon by the Parties and approved by the Court.

THE LAWYERS REPRESENTING YOU

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXX.com or call **PHONE NUMBER**.

20. Do I have a lawyer in this case?

Yes, the Court has appointed M. Anderson Berry of Emery Reddy Berry PC; Patrick A. Barthle of Morgan & Morgan Complex Litigation Group; Ryan D. Maxey of the Maxey Law Firm, P.A.; and Daniel Srourian of Srourian Law Firm, P.C. as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys’ fees of up to a maximum of 35% of the \$1,546,409.42 Settlement Fund (i.e., \$541,243.30), plus the reimbursement of their reasonable costs and expenses not to exceed \$50,000 (referred to collectively as “Fee Award and Costs”). Class Counsel will share and apportion attorneys’ fees in an allocation to be presented to and approved by the Class Representatives and by the Court at the Final Approval Hearing. They will also ask the Court to approve up to \$2,000 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel’s application for Fee Award and Costs and Service Awards will be made available on the Settlement Website at www.XXXXX.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at **PHONE NUMBER** or **EMAIL ADDRESS**.

21. What is the timeline for payment of Settlement Benefits?

If the Court grants final approval of the Settlement as expected in **April 2026**, the anticipated timeline is as follows:

- **April 2026**
The Court holds the Final Approval Hearing and, if appropriate, enters the Final Approval Order.
- **May 2026**
The Settlement becomes **effective** after the time to appeal expires (approximately 30 days after final approval, assuming no appeals).
- **May–July 2026**
The Settlement Administrator completes final review and processing of all timely submitted Claim Forms.
- **By August 2026**
Eligible Class Members who submitted valid claims should begin receiving their **Settlement Payments** (by check or digital payment, depending on the option selected).
- **Medical Monitoring Services**
Class Members who submit a valid claim for Medical Monitoring Services will receive instructions on how to enroll **shortly after the Settlement becomes effective**, which is expected to be in **May 2026**.

Please note that these dates are **estimates only**. Actual timing may vary depending on the Court’s schedule, whether any appeals are filed, and the time needed to process claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Deanco and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

22. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital*,

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXX.com or call **PHONE NUMBER**.

No. 23STCV29292; state the name, address, and telephone number and Unique ID number of the Class Member(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 ‘*Concepcion et. al. v. Deanco Healthcare d/b/a Mission Community Hospital.*’” The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DATE:**

Deanco Healthcare Data Security Incident Litigation

Attn: Exclusion Requests

c/o Kroll Settlement Administration LLC

P.O. Box XXXXX

New York, NY 10150-XXXX

You cannot exclude yourself by telephone or by email.

23. If I exclude myself, can I still get Medical Monitoring Services or other Settlement Benefits as part of this class action Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get any Settlement Benefits, including Medical Monitoring Services or a cash payment, if you stay in the Settlement and submit a valid Claim Form.

24. If I do not exclude myself, can I sue Deanco for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Deanco and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Deanco or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing or by appearing at the Final Approval Hearing and voicing an oral objection. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the 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 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 Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. You may instead attend the Final Approval Hearing and voice your objection orally.

All written objections must be submitted to the Settlement Administrator by mailing them to: [Settlement Administrator Address]. All written objections must be submitted by or mailed with a postmark date no later than **DATE**.

26. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call **PHONE NUMBER**.

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

The Court will hold a Final Approval Hearing on **DATE before the Honorable [judge]**, Superior Court of the State of California for the County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court’s online docket site (**insert online docket URL**) to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel’s application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

28. 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 send a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

29. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 25). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney’s name, address, and phone number. Alternatively, if you do not file a written objection, you may attend the Final Approval Hearing and voice an oral objection.

IF YOU DO NOTHING

30. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Deanco or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

31. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **www.XXXXX.com**. If you have questions about the proposed Settlement or anything in this Notice, you may also contact the Settlement Administrator at **(XXX) XXX-XXXX**.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Settlement affects your legal rights even if you do nothing. Questions? Go to **www.XXXXX.com or call **PHONE NUMBER**.**

EXHIBIT D

1 Daniel Srourian, Esq. [SBN 285678]
2 **SROURIAN LAW FIRM, P.C.**
3 3435 Wilshire Blvd., Suite 1710
4 Los Angeles, CA 90010
5 Telephone: (213) 474-3800
6 Fax: (213) 471-4160
7 Email: daniel@slfla.com

8 *Attorney for Representative Plaintiffs*

9 *[Additional counsel listed*
10 *on the following page]*

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 ALI CONCEPCION, individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 DEANCO HEALTHCARE, LLC, dba
18 MISSION COMMUNITY HOSPITAL and
19 DOES 1 through 100, inclusive,

20 Defendants.

) Case No. 23STCV29292

) *[Assigned for all purposes to the Hon.*
21 *David S. Cunningham, Department 11.]*

22 **[PROPOSED] ORDER GRANTING**
23 **MOTION FOR PRELIMINARY**
24 **APPROVAL OF CLASS ACTION**
25 **SETTLEMENT**

26 LISA ROBERT-MCCHAREN, Individually
27 and on behalf of herself and all others similarly
28 situated,

Plaintiff,

vs.

DEANCO HEALTHCARE, LLC, dba
MISSION COMMUNITY HOSPITAL,

Defendant.

) Case No. 23STCV29517

) *[Assigned for all purposes to the Hon.*
29 *David S. Cunningham, Department 11.]*

1 The unopposed motion by Plaintiffs Ali Concepcion and Lisa Robert-McCharen
2 (“Plaintiffs”) for preliminary approval of the parties’ proposed class action Settlement
3 Agreement (the “Agreement”) came on for hearing before this Court on February 10, 2026, at
4 11:00 a.m. The Court, having considered all papers filed in connection with the motion, all
5 argument of counsel, and, good cause appearing, hereby ORDERS as follows:

6 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
7 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted
8 to the Court with the motion.

9 2. For purposes of the Settlement and conditioned upon the Settlement receiving
10 final approval following the final approval hearing, this Court hereby conditionally certifies the
11 Settlement Class, defined as: “All individuals whose Personally Identifying Information may
12 have been compromised in the data breach that is the subject of the Notice of Security Breach
13 that was sent to Plaintiffs and Class Members on or around November 21, 2023.”¹

14 3. The Court finds that, for the purposes of settlement: (a) the number of members
15 of the Settlement Class are so numerous that joinder is impracticable; (b) there are questions of
16 law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are
17 typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate
18 representatives for the Settlement Class, and have retained experienced and adequate Class
19 Counsel; (e) the questions of law and fact common to the members of the Settlement Class
20 predominate over any questions affecting any individual members; and (f) a class action is
21 superior to the other available methods for the fair and efficient adjudication of the controversy.

22 4. For the purposes of settlement only, the Court finds and determines that the named
23 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing
24 their rights in the action and appoints them as Class representatives.

25 5. For purposes of settlement only, the Court appoints as Class Counsel M. Anderson
26 Berry of Emery Reddy Berry PC; Patrick A. Barthle of Morgan & Morgan Complex Litigation

27 ¹ Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members
28 of their immediate families and their staff; (2) Deanco and its subsidiaries, parent companies,
successors, predecessors, and any entity in which Deanco, has a controlling interest; (3) natural
persons who properly execute and submit a Request for Exclusion prior to the expiration of the
Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1 Group; Ryan D. Maxey of the Maxey Law Firm, P.A.; and Daniel Srourian of Srourian Law
2 Firm, P.C.

3 6. Kroll Settlement Administration, LLC (“Kroll”) is appointed as Claims
4 Administrator. The Claims Administrator shall abide by the terms and conditions of the
5 Agreement that pertain to the Clams Administrator.

6 7. The Final Approval Hearing Date shall be [REDACTED], 2025 at
7 [REDACTED] : 0 .m. before the Honorable David S. Cunningham III in Department 11, Superior Court
8 of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012, to consider: (a)
9 the fairness, reasonableness and adequacy of the proposed Agreement; (b) any objections made
10 by Settlement Class members to the proposed Agreement; (c) whether the Agreement should be
11 finally approved by this Court; (d) Class Counsel’s motion for attorneys’ fees and costs; (e) the
12 motion seeking a service award for the Plaintiffs as Class Representatives; and (f) such other
13 matters as this Court may deem proper and necessary.

14 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Awards
15 fourteen days before the deadline to object, which is 60 days after the third-party claims
16 administrator issues the class notice.

17 9. Class Counsel are to file and serve the Motion for Final Approval 16 court days
18 before the Final Approval Hearing.

19 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits B
20 and C and are hereby approved for the purpose of notifying the members of the Settlement Class
21 of the proposed settlement, the Final Approval Hearing date, and the rights of the members of
22 the Settlement Class to exclude themselves or object to the settlement, and shall be sent to the
23 members of the Settlement Class substantially in the forms approved. The parties may by mutual
24 written consent make non-substantive changes to the notices without Court approval. The costs
25 of giving notice to the members of the Settlement Class shall be deducted from the common fund.

26 11. The Claims Administrator shall issue the Class Notice by mail within 35 days
27 after the entry of this Preliminary Approval Order.

28 12. The Long-Form Notice shall be posted on the settlement website created by the
Claims Administrator.

13. Within seven days after the Opt-Out Date, the Claims Administrator shall furnish

1 to Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for
2 exclusion.

3 14. The Notice, as set forth in Exhibit B to the Agreement and to be issued in the
4 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
5 under the circumstances, to apprise the members of the Class of the pendency of this action and
6 their right to participate in, object to, or exclude themselves from the settlement. This Court
7 further finds that the Notice, as set forth in Exhibit C to the Agreement, is sufficient notice of the
8 Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for Fees,
9 Costs, and Service Award, and other matters set forth in the Agreement, and that the Notice set
10 forth in Exhibit C of the Agreement fully satisfies the California Rules of Court and due process
of law, to all persons entitled thereto.

11 15. Settlement Class Members who wish to exclude themselves from the Settlement
12 Class for purposes of this settlement may do so by submitting a request for exclusion to the
13 Claims Administrator that is postmarked by 60 days after Claims Administrator mails the Short-
14 Form Notice. The request for exclusion must comply with the exclusion procedures set forth in
15 the Agreement. Each Settlement Class Member desiring to exclude him or herself from the
16 Settlement Class shall timely submit written notice of such intent to the designated address set
17 forth in the Notice. The written request must clearly manifest the intent to be excluded from the
18 Settlement Class and must be signed by the Settlement Class Member. A request for exclusion
may not request exclusion of more than one member of the Settlement Class.

19 16. Any member of the Settlement Class who timely requests exclusion consistent
20 with these procedures may not file an objection to the settlement and shall be deemed to have
21 waived any rights or benefits under this Settlement. Settlement Class members who fail to submit
22 a valid and timely request for exclusion shall be bound by all terms of the Agreement and the
23 Final Judgment.

24 17. Any member of the Settlement Class who has not timely filed a request for
25 exclusion may object to the granting of final approval to the settlement. Settlement Class
26 members may object on their own or may do so through separate counsel at their own expense.

27 18. Any written objection to the settlement must: (a) state the Settlement Class
28 Member's full name, current mailing address, and telephone number; (b) include proof that the

1 individual is a member of the Settlement Class (e.g., copy of the settlement Notice, copy of the
2 original notice of the Data Security Incident); (c) identify the specific factual and legal grounds
3 for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e)
4 include a list, including case name, court, and docket number, of all other cases in which the
5 objector and/or the objector's counsel has filed an objection to any proposed class action
6 settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement
7 Class Member (or counsel of his or her choosing) intends to appear at the Final Approval
8 Hearing. To submit a written objection, the objector must send a letter to the third-party claims
9 administrator. Mailed objections must be submitted or postmarked within 60 days following the
10 Notice Date.

11 19. Any member of the Settlement Class who has not timely filed a request for
12 exclusion may object to the granting of final approval to the settlement by appearing at the Final
13 Approval Hearing and voicing their objection orally.

14 20. All pretrial proceedings in this action are stayed and suspended until further order
15 of this Court, except such actions as may be necessary to implement the Agreement and this
16 Preliminary Approval Order.

17 21. In the event that the Agreement is terminated pursuant to its terms, disapproved
18 by any court (including any appellate court), and/or not consummated for any reason, or the
19 Effective Date for any reason does not occur, the order certifying the Settlement Class for
20 purposes of effectuating the settlement, and all preliminary and/or final findings regarding that
21 class certification order, shall be automatically vacated upon notice of the same to the Court, the
22 Action shall proceed as though the Settlement Class had never been certified pursuant to this
23 Preliminary Approval Order and such findings had never been made, and the Action shall return
24 to the procedural posture on the day before the Agreement was executed, in accordance with this
25 paragraph.

26 22. For the benefit of the Class and to protect this Court's jurisdiction, this Court
27 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
28 in accordance with the settlement preliminarily approved herein and the related orders of this
Court.

23 23. The parties are directed to carry out their obligations under the Agreement.

1 24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
2 parties or their counsel within seven days of receipt.

3 25. Further litigation in this action shall be stayed pending final approval of the
4 settlement.

5 **Summary of Applicable Dates**

- 6 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than
7 35 days after entry of this Preliminary Approval Order.
- 8 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
- 9 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
- 10 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
- 11 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- 12 • **Deadline to Respond to Objections and Move for Final Approval:** 16 court
13 days before the Final Approval Hearing.
- 14 • **Final Approval Hearing Date:** [REDACTED], 2026 at [REDACTED]: 00 .m.

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18 **IT IS SO ORDERED.**

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20 Dated: _____

21 Hon. David S. Cunningham
22 Los Angeles Superior Court
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ClassAction.org

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