

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF FRESNO

Doe, et al. v. Trinity Health Corporation, et al.

Case No. 21CECG01454

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of California, County of Fresno has authorized this Notice.

This is not a solicitation from a lawyer.

This notice may affect your rights. Please read this notice carefully.

You may be entitled to receive get a *Pro-Rata* Cash Payment and Reimbursement of Documented Out-Of-Pocket Losses because of a data security incident that occurred on January 20, 2021 at Trinity Health Corporation

This notice is intended to summarize certain terms in the Settlement Agreement. For further information, or to view the Settlement Agreement in full, visit www.TrinityHealthClassClaim.com or contact the Settlement Administrator toll-free at (833) 630-5414

Dated: October 2, 2025

To: All persons whose data may have been impacted by the Data Security Incident and to whom Trinity Health sent via direct mail notices of the Data Security Incident, that occurred on or about January 20, 2021, addressed to a California address (the “Settlement Class”).

- A proposed Settlement has been reached with Defendant Trinity Health Corporation. A settlement has been proposed to resolve the class action filed against Trinity Health Corporation brought by a patient, on behalf of herself and the Settlement Class, relating to a data security incident involving the Accellion File Transfer Appliance that occurred on or about January 20, 2021 (the “Data Security Incident”). Trinity Health’s investigation of the Data Security Incident determined that some files were present on the Accellion File Transfer Appliance at the time of the Data Security Incident contained certain personal information (“PI”), including some subset of the following: patient’s name, address, email, date of birth, healthcare provider, dates and types of healthcare services, medical record number, immunization type, lab results, medications, payment, payer name and claims information, Social Security numbers, and credit card information, as stated in direct mail notices of the Data Security Incident, dated April 6, 2021, sent by Trinity Health Corporation to affected persons, or their parents or guardians.
- As a Settlement Class Member, you are eligible to receive a *Pro-Rata* Cash Payment if you timely submit a valid claim form. The *Pro-Rata* Cash Payment is estimated to be between \$231 and \$115, if the participation rate is between 5% and 10%, respectively, or \$11 if the participation rate is 100%, before deducting the cost of approved payments of up to \$1,000 for documented, out-of-pocket losses or expenditures fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Losses”) to Settlement Class Members.
- As a Settlement Class Member, you are eligible to also seek reimbursement for up to \$1,000 for documented, out-of-pocket losses or expenditures that you incurred that are fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Losses”).
- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.

- **These rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action. Please read this entire Notice carefully.**

Your options are:

SUBMIT A CLAIM FORM NO LATER THAN JANUARY 19, 2026 TO BE ELIGIBLE FOR A CASH PAYMENT UNDER THE SETTLEMENT	You can submit a Claim Form to receive a <i>Pro-Rata</i> Cash Payment that is estimated to be between \$231 and \$115, if the participation rate is between 5% and 10%, respectively, or \$11 if the participation rate is 100%, before deducting the cost of approved payments for Documented Out-of-Pocket Losses. Submit a Claim Form and documentation to receive reimbursement for up to \$1,000 for documented, out-of-pocket losses or expenditures that you incurred that are fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Losses”).
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS AND SETTLEMENT NO LATER THAN DECEMBER 19, 2026	You can get out of this lawsuit and receive no cash payment by mailing a written request to be excluded from the settlement and the settlement class postmarked no later than December 19, 2025 . This is the only option to keep your right to file your own lawsuit against Trinity Health Corporation and other named defendants for the claims that are being resolved by the Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT NO LATER THAN DECEMBER 19, 2025	If you do not exclude yourself, you can file an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement. You can also write to the Court to provide comments or reasons why you support the Settlement.
DO NOTHING	If you do nothing, you will <u>not</u> receive a <i>Pro-Rata</i> Cash Payment or reimbursement for Documented Out-of-Pocket Losses. If you do nothing, you will also remain in the Settlement Class and forfeit your right to file your own lawsuit against Trinity Health Corporation and other named defendants for the claims that are being resolved by the Settlement.

PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA www.TrinityHealthClassClaim.com

Please do not write or call the Court with questions about the Settlement.

1. *Why Did the Court Authorize This Notice?*

The Fresno Superior Court has authorized this Notice because all persons to whom Defendant Trinity Health Corporation sent via direct mail notices of the Data Security Incident addressed to a California address (“Settlement Class Members”) have the right to know about the proposed Settlement of this class action and about their rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Litigation, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Trinity Health Corporation has prepared a list from its records identifying approximately 18,153 California residents to whom Trinity Health Corporation sent via direct mail notices on or about April 6, 2021 of the Data Security Incident (the “Settlement Class List”). If you received Short-Form Notice postcard of this Settlement by mail addressed to you, you have been identified as a person on Trinity Health’s list of Settlement Class Members. If you are not sure whether you received such a notice, contact the Settlement Administrator by via U.S. Mail at *Jane Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll Settlement Administration, LLC, PO Box 225391, New York, NY 10150-53914 or by emailing info@TrinityHealthClassClaim.com or calling (833) 630-5414.

2. *How do know if I am a Settlement Class Member?*

If you received a Short-Form Notice of this Settlement by mail addressed to you, then the Settlement Administrator has already determined that you are a Settlement Class Member on Trinity Health's list of Settlement Class Members. More specifically, the Settlement Class includes all persons whose data may have been impacted by the Data Security Incident and to whom Trinity Health sent via direct mail notices of the Data Security Incident, that occurred on or about January 20, 2021, addressed to a California address (the "Settlement Class"). If you are not sure whether you Settlement Class Member, contact the Settlement Administrator by via U.S. Mail at *Jane Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll Settlement Administration, LLC, PO Box 225391, New York, NY 10150-53914 or by emailing info@TrinityHealthClassClaim.com or calling (833) 630-5414.

3. *What Is a Class Action?*

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the "Class" or "Class Members." In a class action, one court resolves the issues for all Class Members, except for those who timely and validly exclude themselves or "opt out" from the Class. The Settlement Agreement refers to this as a Request for Exclusion or an Opt-Out.

Note that while the terms "Settlement Class" or "Settlement Class Members" are used herein and in the Settlement Agreement, a class is only valid or "formed" if it is certified by a Court. Thus, until a class is certified by a court order, the class is only a proposed class and the persons who may be in the class are referred to as putative or proposed class members. Proposed class actions, such as the above-referenced actions, may settle prior to the filing of a motion for certification of the class for purposes of litigation. In such situations, a class may be certified for settlement purposes only. The present procedural posture is such that the Settlement Class will be certified if the Final Approval Motion is granted and only for settlement purposes. Currently, the Settlement Class is only provisionally certified, but final certification (even for settlement purposes only) will only happen if the Court grants the Final Approval Motion.

4. *What Is This Class Action About?*

On or about April 6, 2021, Trinity Health Corporation caused notices of a data security incident that occurred on or about January 20, 2021 at Trinity Health Corporation (the "Data Security Incident") to be mailed to 18,153 persons with California addresses, including Plaintiff Suzanne Brown pseudonymously as Jane Doe, stating that Trinity Health Corporation's investigation of the Data Security Incident determined that some files present on the Accellion File Transfer Appliance at the time of the Data Security Incident contained certain protected health information ("PHI"), including some subset of the following: patient's name, address, email, date of birth, healthcare provider, dates and types of healthcare services, medical record number, immunization type, lab results, medications, payment, payer name and claims information, Social Security numbers, and credit card information.

In her First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief, Plaintiff Suzanne Brown pseudonymously as Jane Doe alleged that Trinity Health Corporation negligently created, maintained, preserved, and/or stored Plaintiff's and the Class' nonencrypted and nonredacted PHI and personally identifiable information ("PII") created, maintained, preserved, and/or stored on the Accellion File Transfer Appliance in violation of reasonable cybersecurity and information security policies and procedures and its Notice of Privacy Practices, and that Plaintiff's and the Class' nonencrypted and nonredacted PHI and PII created, maintained, preserved, and/or stored on Trinity Health Corporation's Accellion File Transfer Appliance was accessed, "downloaded" or exfiltrated and may have been viewed by an unauthorized, unknown user. Trinity Health Corporation and the other Defendants deny any violation of law or that they were in any way negligent.

The Honorable Jonathan Skiles, Judge of the Fresno Superior Court, is presiding over the Litigation. To date, no determination has been made by Judge Jonathan Skiles as to who is right or wrong or whether Trinity Health Corporation did or did not do anything that violates the law.

5. *What Is the Procedural Status of the Litigation?*

On August 27, 2025, Plaintiff Suzanne Brown, pseudonymously as Jane Doe, filed her Motion for Preliminary Approval of the Class Action Settlement as set forth in the Settlement Agreement entered between the Parties to the Litigation.

On October 2, 2025, Honorable Jonathan Skiles, Judge of the Fresno Superior Court, granted the Motion for Preliminary Approval of the Class Action Settlement by issuing an order granting preliminary approval of the settlement and approving this Long-Form Notice and directing that the Short-Form Notice postcard be mailed to the Settlement Class defined as “All persons whose data may have been impacted by the Data Security Incident and to whom Trinity Health sent via direct mail notices of the Data Security Incident addressed to a California address,” and excluding from the Settlement Class are: (1) the Released Parties; (2) any judicial officer presiding over the Litigation who is assigned to evaluate the fairness, reasonableness, and adequacy of this Settlement; (3) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (4) any entity or natural person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge. The order granting preliminary approval of the settlement and approving this notice also (a) appointed Plaintiff Suzanne Brown as the “Class Representative” of the Settlement Class; and (b) appointed Patrick N. Keegan of Keegan & Baker LLP as “Class Counsel.”

The Fresno Superior Court has not decided who is right or wrong or whether Trinity Health Corporation or any other Defendant did or did not do anything that violates the law. No such determination was made because the Parties have agreed to resolve the Litigation by entering into the Settlement Agreement.

6. *Why Is There a Settlement?*

The Fresno Superior Court has not made any substantive rulings in favor of the Class Representative or Trinity Health Corporation or any other Defendant. Instead, the Class Representative and Trinity Health have agreed to resolve the Litigation by entering into the Settlement Agreement based upon their own independent investigations of the claims and defenses that may be made at trial, and they evaluated the additional cost and risk of continued litigation, trial and appellate proceedings.

The Class Representative and her lawyer, Class Counsel, think the Settlement is in the best interests of the Settlement Class Members, in part, based on Class Counsel’s analysis of the Data Security Incident. The Settlement Agreement, as noted above, does not mean that Trinity Health Corporation agrees that it did anything wrong or that the Court has found that it has engaged in any misconduct or violation of law. Specifically, Trinity Health Corporation denies all legal claims set forth by the Settlement Class Representatives in the Litigation.

Regardless of the Parties’ respective views on the merits of the Litigation, all Parties and their counsel have set forth in the Settlement Agreement their mutual view that the Settlement is fair, reasonable and adequate and in the best interests of the Settlement Class Members. The Fresno Superior Court still has to decide whether to grant final approval of the Settlement. The cash payments will be provided only if the Fresno Superior Court grants final approval of the Settlement.

7. *What Does the Settlement Provide?*

The Settlement Agreement provides that Trinity Health Corporation will pay the Settlement Fund of \$450,000, subject to final approval by the Fresno Superior Court, and that the Settlement Fund is non-reversionary to Trinity Health Corporation and is the maximum amount that Trinity Health Corporation

shall be required to pay under any circumstances in connection with the Settlement. Subject to final approval by the Fresno Superior Court, the Settlement Agreement provides Settlement Class Members with the following valuable benefits:

- **Pro-Rata Cash Payment.** Settlement Class Members who submit timely and valid Claim Forms are eligible to receive a *Pro-Rata* Cash Payment. The amount of the *Pro-Rata* Cash Payment will depend on how many eligible people submit Claim Forms, and the amount of approved claims for Documented Out-of-Pocket Losses.
- **Reimbursement of Documented Out-of-Pocket Losses of up to \$1,000.** Settlement Class Members who submit timely and valid Claim Forms are also eligible to also seek reimbursement for up to \$1,000 for documented, out-of-pocket losses or expenditures that are fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Losses”). Claims for Documented Out-of-Pocket Losses may be reduced pro rata, depending on the amount of approved claims.

8. <i>How Can I Make a Claim for a Pro-Rata Cash Payment and How Much Will I Receive?</i>
--

If you are an eligible Settlement Class Member and you do not exclude yourself from the Settlement Class, and you wish to receive a *Pro-Rata* Cash Payment, you must mail or submit a valid Claim Form no later than **January 19, 2026**. Settlement Class Members who do not opt out of the Settlement and the Settlement Class and who submit a timely and valid Claim Form before **January 19, 2026** will receive a *pro-rata* share of the Post-Loss Net Settlement Fund (a “*Pro-Rata* Cash Payment”). The act of submitting a valid and timely Claim Form to the Settlement Administrator (via U.S. Mail or through the Settlement Website) entitles a Settlement Class Member to receive a *Pro-Rata* Cash Payment under the Settlement Agreement. Only Settlement Class Members identified on Trinity Health’s list of Settlement Class Members may submit a Claim Form.

To receive a *Pro-Rata* Cash Payment, you must complete a Claim Form and mail it, postmarked no later than **January 19, 2026**, to *Jane Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll Settlement Administration, LLC, PO Box 225391, New York, NY 10150-5391. A Claim Form for a *Pro-Rata* Cash Payment may also be electronically completed and submitted online at **www.TrinityHealthClassClaim.com** no later than **January 19, 2026**. **You cannot make a claim for a *Pro-Rata* Cash Payment by telephone or email.** Claim Forms postmarked or electronically submitted after **January 19, 2026** will not be paid.

The amount of the *Pro-Rata* Cash Payment will depend on how many eligible people submit Claim Forms, the amount of approved claims for Documented Out-of-Pocket Losses, if any, and other amounts to be deducted from the Settlement Fund of \$450,000, subject to Court approval. The *Pro-Rata* Cash Payment is estimated to be between \$231 (if the participation rate is 5%) and \$115 (if the participation rate is 10%), or \$11 (if the participation rate is 100%), after deducting amounts subject to Court approval for the Class Counsel’s fees of \$150,000, and estimated litigation costs and expenses, including, but not limited to mediation fees and expert witness fees, of \$25,000, a Service Award of \$5,000 to the Class Representative, and the estimated costs of Settlement Administration of \$58,000, from the Settlement Fund (the “Net Settlement Fund”), and before deducting the amount of approved payments of up to \$1,000 for Documented Out-of-Pocket Losses to Settlement Class Members, if any (“Post-Loss Net Settlement Fund”).

The Post-Loss Net Settlement Fund will be determined by (i) taking Settlement Fund of \$450,000; (ii) subtracting sum of (a) approved Documented Out-of-Pocket Losses, if any, and (b) reasonable Notice and Claims Administration Costs, the Service Award, as approved by the Court, and the Fee Award, Costs, and Expenses, as approved by the Court (= Z); and (iii) dividing the sum of such number (= Y) by the number of Settlement Class Members who do not opt out of the Settlement and who submit a timely and valid Claim Form by January 19, 2026 (= X).

9. *How Can I Make a Claim for Reimbursement of My Documented Out-of-Pocket Losses?*

If you are a Settlement Class Member and you do not exclude yourself from the Settlement and the Settlement Class, you are also eligible to submit a claim for reimbursement for up to \$1,000 for your documented, out-of-pocket losses or expenditures fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Losses”) that you actually incurred between January 20, 2021 and **January 19, 2026** and for which you have not already received reimbursement by a third party, including, without limitation, losses incurred as a result of documented identity theft or fraud, which are attributable to the Data Security Incident, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver’s license, state identification card, or social security number, and/or late fees, declined payment fees, overdraft fees, returned check fees, customer service fees attributable to documented identity theft or fraud. Your own lawyer’s fees and costs are not eligible for reimbursement as Documented Out-of-Pocket Losses.

To make a claim for Documented Out-of-Pocket Losses, you must complete a Claim Form and mail it with your supporting documentation of each of your losses or expenditures, postmarked no later than **January 19, 2026**, to **Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391**. A Claim Form for Reimbursement of Documented Out-of-Pocket Losses may also be electronically completed and submitted online at **www.TrinityHealthClassClaim.com** no later than **January 19, 2026**. Claim Forms postmarked or electronically submitted after **January 19, 2026** will not be paid. **You cannot make a claim for Documented Out-of-Pocket Losses by telephone or email.** To make a valid claim for Documented Out-of-Pocket Losses, you must complete Section II of the Claim Form and additionally (i) provide the requested information Section IV of the Claim Form or provide the requested information in Section IV of the Claim Form on a separate sheet submitted with your Claim Form; (ii) sign the attestation at the end of this Claim Form (Section V); and (iii) include Reasonable Documentation supporting each claimed loss or expense along with this Claim Form. In order to be deemed fairly traceable to the Data Security Incident, the Documented Out-of-Pocket Losses are required have occurred between **January 20, 2021** and **January 19, 2026** and for which you have not already received reimbursed by a third party. Documented Out-of-Pocket Losses for credit monitoring or identity theft protection services are additionally required to have occurred between **February 28, 2022** (which is one year after expiration of Trinity Health’s offer of one year of complimentary Kroll Credit Monitoring, Fraud Consultation, and Identity Theft Restoration made to Settlement Class Members in Trinity Health’s written notification of the Data Security Incident) and **January 19, 2026**. Documented Out-of-Pocket Losses fairly traceable to the Data Security Incident will be determined and approved by the Settlement Administrator. Failure to provide required supporting documentation of your loss or expense with your Claim Form shall result in denial of your claim for reimbursement of your Documented Out-of-Pocket Losses by the Settlement Administrator. Claims for Documented Out-of-Pocket Losses may be reduced pro rata, depending on the amount of approved claims. Only Settlement Class Members identified on Trinity Health’s list of Settlement Class Members may submit a Claim Form.

10. *What is a Claim Form, and How and When Do I need to Submit a Claim Form?*

To receive a payment, all Settlement Class Members must complete and timely submit the Claim Form to the Settlement Administrator.

The Claim Form is available to be printed and/or download at **www.TrinityHealthClassClaim.com**. You may request a Claim Form be sent to you by writing the Settlement Administrator via U.S. Mail at **Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391** or by emailing **info@TrinityHealthClassClaim.com**.

Settlement Class Members must complete and mail a Claim Form postmarked no later than **January 19, 2026** to **Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391**. A Claim Form may also be electronically completed online at www.TrinityHealthClassClaim.com and must be submitted by **January 19, 2026**. **You cannot make a claim for a Pro-Rata Cash Payment by telephone or email.** If you received a Short-Form Notice postcard by mail, please use your Claim Number, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, you may request your Claim Number by writing the Settlement Administrator via U.S. Mail at **Doe v. Trinity Health Corporation, Case No. 21CECG01454, Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391** or by emailing info@TrinityHealthClassClaim.com.

The deadline to complete and submit a Claim Form is January 19, 2026. Claim Forms postmarked or electronically submitted after **January 19, 2026** will not be entitled to consideration and will result in denial of your claim to receive the cash payment amounts. Further, timely submission of a Claim Form alone does not entitle you to receive all cash payment amounts. The Claim Form details the requirements to receive reimbursement of Documented Out-of-Pocket Losses. Only Settlement Class Members identified on Trinity Health's list of Settlement Class Members may submit a Claim Form.

11. What Happens if My Claim Form is Not Approved?

The Settlement Administrator will carefully review and decide whether to approve all submitted claims. The Settlement Administrator shall have sole discretion to review for eligibility, completeness and plausibility whether the prerequisites have been met in order to determine whether to approve claims for payment of a *Pro-Rata* Cash Payment and Documented Out-of-Pocket Losses, but may consult with Class Counsel and Trinity Health Corporation's Counsel before making individual determinations. The Settlement Administrator shall consider all evidence submitted by a Settlement Class Member, Class Counsel, Trinity Health Corporation's Counsel, and by Trinity Health Corporation in making determinations regarding claim approval. The Settlement Administrator is also authorized, but not required, to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

If the Settlement Administrator determines a claim for payment of a *Pro-Rata* Cash Payment and/or Documented Out-of-Pocket Losses is denied in whole or part, the Settlement Administrator will notify the person who submitted the denied claim, Class Counsel, and Trinity Health's Counsel in writing notice of the deficiencies within a reasonable time of making such a determination, and the person who submitted the denied claim shall have twenty-one (21) days from the date of the written notice to cure the deficiencies and if the defect is not cured within the twenty-one (21) day period, then the claim will be deemed invalid, as outlined in the Settlement Agreement at paragraph 8.5 of Section 8.

12. How Will I Receive a Settlement Payment?

If the Court grants final approval of the Settlement, you are a Settlement Class Member and have not requested to be excluded from the Settlement Class, you have submitted a timely and valid Claim Form and your Claim Form is approved by the Settlement Administrator, your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you within thirty (30) days after the Effective Date. If you would instead prefer to receive your settlement payment via an electronic payment, you may optionally select to receive an electronic payment to your PayPal, Venmo, or Zelle account by providing the email address associated with your PayPal, Venmo, or Zelle account indicated on the Claim Form.

As set forth in the Settlement Agreement, any check for payment to a Settlement Class Member will provide that it will expire within ninety (90) days of the date of issuance.

If you change your mailing address after submitting a Claim Form, it is your responsibility to provide your new address to the Settlement Administrator by U.S. Mail ***Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391*** or by emailing info@TrinityHealthClassClaim.com.

13. *When Will I Receive a Cash Payment?*

If the Court grants final approval of the Settlement, you are a Settlement Class Member, have not requested to be excluded from the Settlement Class, and have submitted a timely and valid Claim Form and your Claim Form is approved by the Settlement Administrator, your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you within sixty (60) days of the Effective Date. Settlement Class Members should review the Settlement Agreement for further detail, but the “Effective Date” occurs after the Court grants Final Approval of the Settlement. You may visit www.TrinityHealthClassClaim.com at any time for an update on the status of the Settlement or otherwise contact the Settlement Administrator by emailing info@TrinityHealthClassClaim.com or calling (833) 630-5414.

If you change your mailing address after submitting a Claim Form, it is your responsibility to provide your new address to the Settlement Administrator by U.S. Mail at ***Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391*** or by emailing info@TrinityHealthClassClaim.com.

14. *What Am I Giving Up as Part of the Settlement by Staying in The Settlement Class?*

If the Settlement is granted final approval by the Court, all members of the Settlement Class will be releasing Trinity Health Corporation and the Released Parties (as defined in paragraph 1.35 and as described in Section 6.1 of the Settlement Agreement), from Released Claims, (defined in paragraph 1.34 of the Settlement Agreement) any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Class Representative or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Security Incident, alleged theft or misuse of individuals’ PHI and PII, or the allegations, facts, or circumstances related to the Data Security Incident as described in the Litigation including, without limitation, any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under state law and common law, whether at law or equity, that arise out of the same set of operative facts alleged in the First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief filed in the Litigation. You may visit www.TrinityHealthClassClaim.com to review the Settlement Agreement and the First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief filed in the Litigation. All persons falling within the definition of the Settlement Class who do not timely and validly submit an Opt-Out request to be excluded from the Settlement Class will be bound by any judgment entered in connection with this Settlement, and shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

15. *How Do I Opt-Out or Exclude Myself from the Settlement Class?*

If you are a member of the Settlement Class, you have the right to “opt-out” i.e. exclude yourself from the Settlement Class no later than **December 19, 2025**. If you opt-out of the Settlement Class, you will be giving up the right to seek a *Pro-rata* Cash Payment and reimbursement of Documented Out-of-Pocket Losses and the right to object to the Settlement, but you will not be releasing any of the claims that are released in the Settlement.

To opt-out i.e. exclude yourself from the Settlement Class, you must submit a written opt-out request containing the following: (i) the full name, current address, and telephone number of the person seeking to opt-out; (ii) be electronically or physically signed by the person seeking to opt-out; and (iii) must clearly manifest person's intent to be excluded from the Settlement Class by containing a statement to the effect that "I hereby request to be excluded from the Settlement Class in *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454 (Fresno County Superior Court)." A written opt-out request must be submitted to the Settlement Administrator either by mail addressed to ***Jane Doe v. Trinity Health Corporation, Case No. 21CECG01454, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391*** postmarked no later than **December 19, 2026**, or be electronically submitted no later than **December 19, 2026** through the settlement website **www.TrinityHealthClassClaim.com**. **You cannot exclude yourself by telephone or email.** No person may opt-out through a mass or a class opt-out; mass or a class opt-outs are not permitted.

If you opt-out from the Settlement Class, you will **not** (i) be bound by any orders or Judgment entered in the Litigation, (ii) be entitled to any benefits under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement, but you will keep your right to file your own lawsuit against Trinity Health Corporation or any other named defendant in the Litigation for the claims that are being resolved by the Settlement Agreement. Please note, however, that neither this notice, the Fresno Superior Court, the Parties nor any of their lawyers are able to provide you with any legal advice to you concerning the merit or timeliness of your ability to file your own lawsuit against Trinity Health Corporation or any other named Defendant in the Litigation, but you remain free to evaluate your own claims with the assistance of a lawyer of your own choosing and at your own expense.

DO NOT SUBMIT BOTH A CLAIM FORM AND AN OPT-OUT REQUEST. If you submit both a Claim Form and an Opt-Out request, your Opt-Out request will be disregarded, and your Claim Form will be processed.

16. *If I Opt-Out or Exclude Myself from The Settlement Class, Can I Get Money from this Settlement?*

No. If you opt-out from the Settlement Class, you will **not** receive any money from the Settlement Fund if the Court grants final approval of the Settlement.

17. *If I Do Not Opt-Out or Exclude Myself from the Settlement Class, Can I File a Lawsuit Against Defendant for the Same Thing Later?*

No. If you are a member of the Settlement Class and you do not exclude yourself from the Settlement Class by timely submitting an Opt-Out request, you give up any right to file your own lawsuit against Trinity Health Corporation and the Released Parties (as defined in paragraph 1.35 and as described in Section 6.1 of the Settlement Agreement), from Released Claims, (defined in paragraph 1.34 of the Settlement Agreement) for any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Class Representative or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Security Incident, alleged theft or misuse of individuals' PHI and PII, or the allegations, facts, or circumstances related to the Data Security Incident as described in the Litigation including, without limitation, any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under state law and common law, whether at law or equity, that arise out of the same set of operative facts alleged in the First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief filed in the Litigation. If you have a pending lawsuit of your own, speak to your lawyer in that lawsuit immediately to see if this notice and the Settlement Agreement will affect your other pending lawsuit. See **Question #15** above on how to Opt-Out i.e. exclude yourself from the Settlement Class by no later than **December 19, 2025**.

18. *Do I Have a Lawyer in this Case?*

The Court appointed Patrick N. Keegan of Keegan & Baker LLP, as Class Counsel to represent the Settlement Class and Settlement Class Members. You will not be charged separately for the work of Class Counsel as they represent the overall interests of the Settlement Class and not you individually. If you want to be represented by your own lawyer, you may hire one at your own expense. For more information about the settlement, you may contact **Patrick N. Keegan, Esq. KEEGAN & BAKER, LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008.**

19. *How Will the Lawyers for the Settlement Class (i.e. Settlement Class Counsel) Be Paid?*

By the deadline ordered by the Fresno Superior Court, Settlement Class Counsel will file a motion asking the Fresno Superior Court to approve payment of lawyers' fees of up to \$150,000 (i.e., one-third or 33.3333% of the Settlement Fund), and reimbursement of litigation costs and expenses, including, but not limited to mediation fees and expert witness fees, estimated to be \$25,000, by the Final Approval Hearing, from the Settlement Fund. The payment of lawyers' fees and reimbursement of litigation costs and expenses to Class Counsel would compensate Class Counsel for work that they reasonably have performed in the Litigation, including, but not limited to filing complaints, motions, responses to motions, and other court documents, engaging in discovery, investigating the facts and consulting with experts, preparing for and participating in a mediation, and attending Court hearings and conferences, and would reimburse Class Counsel's expenditure of costs and expenses costs they have paid and/or incurred, including court filing fees, mediation fees and expert witness fees, in this Litigation. Class Counsel's motion for approval of payment of Class Counsel's fees, costs and expenses will be made available on the Settlement website at www.TrinityHealthClassClaim.com.

20. *How Will the Settlement Administrator Be Paid?*

By the deadline ordered by the Fresno Superior Court, Class Counsel will file a motion asking the Court to approve payment of the Notice and Claims Administration Costs, which are estimated to be \$60,000, from the Settlement Fund for all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement, including the costs of the mailing of Short-Form Notice postcards, the costs of creating and maintaining the settlement website www.TrinityHealthClassClaim.com, which allows for on-line submission of claim forms and opt-outs, the costs of the creating and operating (833) 630-5414, the cost of distributing and administering the benefits of the Settlement Agreement, including making *Pro-Rata* Cash Payments and reimbursement of Documented Out-of-Pocket Losses to Settlement Class Members. Class Counsel's motion for approval of payment of the Notice and Claims Administration Costs will be made available on the Settlement website at www.TrinityHealthClassClaim.com.

21. *How Will the Settlement Class Representative Be Compensated?*

By the deadline ordered by the Fresno Superior Court, Class Counsel will file a motion asking the Court to approve payment of a Service Award of up to \$5,000 to the Class Representative (i.e. Plaintiff Suzanne Brown who initiated the Litigation) from the Settlement Fund for her time and effort expended in the Litigation on behalf of the Settlement Class. Class Counsel's motion for approval of payment of the Notice and Claims Administration Costs will be made available on the Settlement website at www.TrinityHealthClassClaim.com.

22. *How Can I Tell the Court If I Object to The Settlement?*

If you are a member of the Settlement Class and you do not exclude yourself from the Settlement Class by timely submitting an Opt-Out request, you have the right to object to the Settlement in writing and/or orally at the Final Approval Hearing if you do not like some or all of it. In your objection, you must

state the reason(s) why you think the Court should not approve the Settlement. If the Court rejects your objection and grants final approval of the Settlement, you will still be bound by the terms of the Settlement Agreement and any judgment entered in connection with this Settlement.

To state a valid written objection, you must provide the following information in your written objection: (i) the case name and number—*Jane Doe, et al. v. Trinity Health, Corporation, et al., Case No. 21CECG01454 (Fresno County Superior Court)*; (ii) your full name, current address, telephone number, and e-mail address; (iii) information of why you believe you are a member of the Settlement Class and a basis of your belief and/or documentation sufficient to establish your membership in the Settlement Class, such as a copy of the Short-Form Notice postcard if mailed to you; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believes is applicable; (v) the full name, current address, telephone number, e-mail address, and State Bar number of all attorneys representing you, if any; (vi) a statement of whether you (or your lawyer, if any) intends to appear in-person at the Final Approval Hearing; (vii) a statement identifying all class action settlements objected to by you and/or your lawyer(s) in the previous five (5) years, if any; and (viii) your signature and the signature of your lawyer or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed with the Court no later than **December 19, 2025**; or (b) mailed USPS first-class postage prepaid to the Clerk of the Court and postmarked by no later than no later than **December 19, 2025**. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and Trinity Health’s Counsel either via the Court’s electronic filing system (if filed electronically) or via USPS first class mail (if mailed to the Clerk of Court) at the addresses set forth below for Class Counsel and Trinity Health’s Counsel:

To Class Counsel:

Patrick N. Keegan, Esq.
KEEGAN & BAKER, LLP
2292 Faraday Avenue, Suite 100
Carlsbad, CA 92008

To Trinity Health’s Counsel:

Spencer Persson, Esq.
Monder Khoury, Esq.
DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
Los Angeles, CA 900071

23. When and Where Will the Court Decide Whether to Give Final Approval to the Settlement?

A Final Approval Hearing is scheduled to be held on **April 29, 2026 at 3:30 p.m.** in Department 503 of this Court, located at located at the B.F. Sisk Court, 1130 O Street, Fresno, California 93724, before the Hon. Jonathan Skiles, presiding. At the Final Approval Hearing, the Court will consider the Motion for Final Approval of Class Action Settlement and the Motion for Approval of Class Counsel’s Fee Award, Costs, and Expenses, Class Representative’s Service Award, and Settlement Administrator’s Notice and Claims Administration Costs, and determine: (a) Whether the terms of the Settlement, set forth in the Settlement Agreement, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (b)

Whether Judgment, as provided for in the Settlement Agreement, should be entered granting final approval of the Settlement; and (c) Whether and in what amounts of Class Counsel’s Proposed Fee Award, Costs, and Expenses, Class Representative’s Proposed Service Award, and Settlement Administrator’s Notice and Claims Administration Costs, as provided for in the Settlement Agreement, shall be paid from the Settlement Fund.

The Final Approval Hearing may be moved to a different date or time without additional notice being mailed to the Settlement Class Members, so it is recommended that you check www.TrinityHealthClassClaim.com and/or the Fresno Superior Court's website (<https://www.fresno.courts.ca.gov/general-information/calendar-daily-hearings>) prior to the date above for any updated information.

24. *Do I Have to Come to the Final Approval Hearing?*

No, you do not have to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Fresno Superior Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. You also may pay a lawyer to attend the Final Approval Hearing on your behalf, but it is not required and will not be reimbursed under the Settlement.

25. *May I Speak at the Final Approval Hearing?*

Yes, if you are a member of the Settlement Class and you do not exclude yourself from the Settlement Class by timely submitting an Opt-Out request, you or your lawyer have the right to appear at the Final Approval Hearing held by the Court and orally comment on or object to the Settlement. If you are a member of the Settlement Class, you do not exclude yourself from the Settlement Class by timely submitting an Opt-Out request, and you have filed and served your written objection on time, the Court will consider your objection and you do not have to come to the Final Approval Hearing, but you or your lawyer may attend the Final Approval Hearing and speak at the hearing. You or your lawyer cannot speak at the Final Approval Hearing if you are not a member of the Settlement Class or you excluded yourself from the Settlement Class by timely submitting an Opt-Out request.

26. *What Happens If I Do Nothing at All?*

If the Settlement is approved by the Court, you are a member of the Settlement Class and you do nothing, you **not** receive a cash payment. See **Question #10** above on how to submit a Claim Form by no later than **January 19, 2026** in order to receive cash payment.

If the Settlement is approved by the Court, you are a member of the Settlement Class and you do nothing, you will also be legally bound by any orders or Judgment entered in the Litigation and you will be release Trinity Health Corporation and the Released Parties (as defined in paragraph 1.35 and as described in Section 6.1 of the Settlement Agreement), from the Released Claims (defined in paragraph 1.34 of the Settlement Agreement). If the Settlement is approved by the Court, you are a member of the Settlement Class and you do nothing, you will also remain in the Settlement Class and forfeit your right to file your own lawsuit against Trinity Health Corporation for the Released Claims.

27. *How Can I Get More Information Or I No Longer Live At My Address?*

If you have any questions or need to update your address, please contact the Settlement Administrator via U.S. Mail at *Jane Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll Settlement Administration, LLC, PO Box 225931, New York, NY 10150-5391 or by emailing info@TrinityHealthClassClaim.com or calling (833) 630-5414.

You may also visit the Settlement website at www.TrinityHealthClassClaim.com that has links to the Claim Form, this notice and the important documents, including copies of the Settlement Agreement and the First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief filed in the Litigation, viewable free of charge. The Settlement website at www.TrinityHealthClassClaim.com will also post filings in the Litigation related to the approval process.

As a general matter, you may also view documents filed in the Litigation by requesting the case file at the Fresno Superior Court, Archives Facility, 1963 "E" Street, Fresno, CA 93706, (559) 457-4903. Please be certain, however, to call the Archives Facility or check for updates on the Fresno Superior Court's website about accessibility to the Archives Facility and the ability to view documents filed in the Litigation in-person before you expend time to travel to the Court.

You can also contact Class Counsel directly. The contact information of Class Counsel is set forth in answer to **Question #18** above.

PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA www.TrinityHealthClassClaim.com

Please do not write or call the Court with questions about the Settlement.

By Order of the Superior Court of the State of California for the County of Fresno.