SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JANE DOE, individually and on behalf of all others similarly situated, Plaintiff, vs. TRINITY HEALTH CORPORATION; DOE DEFENDANT 1 VALLEY SURGICAL SPECIALISTS MEDICAL GROUP, INC.; DOE DEFENDANT 2 DANIEL EVAN SWARTZ, MD; DOE DEFENDANT 3 RAME DEME IBERDEMAJ, MD; and DOE DEFENDANTS 4-100, Defendants.	Case No. 21CECG01454 Department 403 Hon. Jonathan Skiles

SETTLEMENT AGREEMENT

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This Settlement Agreement, dated August 7, 2025, is made and entered into by and among: (1) Plaintiff Suzanne Brown a/k/a Jane Doe ("Plaintiff" or "Proposed Class Representative"), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendants Trinity Health Corporation ("Trinity Health"), Valley Surgical Specialists Medical Group, Inc., Daniel Evan Swartz, MD, and Rame Deme Iberdemaj (collectively, "Defendants", and together with the Plaintiff, the "Parties"), in the above-referenced action (the "Litigation") pending in the Superior Court of California, County of Fresno (the "Court" or the "Fresno County Superior Court").

I. BACKGROUND

1. Trinity Health is a private, not for profit, corporation that is incorporated under the laws of Indiana, with its principal place of business in Livonia, Michigan.[1]

2. On or about January 29, 2021, Trinity Health was notified by Accellion, a third-party vendor, of a data security incident issue with Accellion's secure file transfer platform, Accellion File Transfer Appliance, used by Trinity Health for sending secure email. Upon receiving this notice, Trinity Health took the appliance offline and launched an investigation into the issue and its impact. This investigation determined that certain files present on the Accellion File Transfer Appliance on or about January 20, 2021 were likely downloaded by an unauthorized, unknown user (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 that contained certain protected health information ("PHI"), including some subset of the following: patient's name, address, email, date of birth, healthcare

[1] On its website, Trinity Health represented that it is a "health system serving communities across the country with 92 hospitals and thousands of physicians and primary, specialty, and continuing care centers in 22 states." (https://www.trinity-health.org/patient-portals/, last visited May 19, 2021).

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.

3. The number of individuals notified by Trinity Health via United States Postal Services ("USPS") first class mail is 18,153 persons in California, which represents the class in this matter. Trinity Health offered one year of complimentary Kroll Credit Monitoring, Fraud Consultation, and Identity Theft Restoration to persons whose information was in file(s) present on the Accellion File Transfer Appliance at the time of the Data Security Incident "[t]o help relieve concerns and restore confidence following this incident."[2]

4. On May 20, 2021, Plaintiff Jane Doe ("Plaintiff" or "Proposed Class Representative") initiated this action by the filing of her Class Action Complaint for Damages, Restitution, and Injunctive Relief ("Complaint") against Trinity Health alleging violations of the Confidentiality of Medical Information Act (Cal. Civil Code §§ 56 *et seq.*), breach of California Security Notification Laws (Cal. Civil Code § 1798.82), and unlawful and unfair business acts and practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.* in the Fresno County Superior Court. In her Complaint, Plaintiff alleged that Trinity Health 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

[2] Complaint, Exhibit A, at p. 2; and FAC, Exhibit A, at p. 2

on Trinity Health's Accellion File Transfer Appliance was accessed, "downloaded" or exfiltrated and may have been viewed by an unauthorized, unknown user.

5. On June 23, 2021, Plaintiff filed three "Amendments to Complaint" in state court, identifying the names of three Doe Defendants: Doe Defendant 1 Valley Surgical Specialists Medical Group, Inc.; Doe Defendant 2 Daniel Evan Swartz, MD; Doe Defendant 3 Rame Deme Iberdemaj, MD.

6. Following motion practice relating to the Complaint whereby Trinity Health argued that Plaintiff's claims failed to state a cause of action entitling her or the class to relief, on February 14, 2023, Plaintiff filed the operative First Amended Class Action Complaint for Damages, Restitution, and Injunctive Relief ("FAC") against Defendants alleging violations of the Confidentiality of Medical Information Act (Cal. Civil Code §§ 56 *et seq.*), breach of California Security Notification Laws (Cal. Civil Code § 1798.82), and unlawful and unfair business acts and practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.* in the Fresno County Superior Court.

7. On March 16, 2023, Trinity Health filed its Answer to the FAC, in which it denied all of the claims asserted in the FAC and asserted its affirmative defenses.

8. On December 6, 2023, Defendant Daniel Evan Swartz, MD, filed his Answer to the FAC in which he denied all of the claims asserted in the FAC and asserted his affirmative defenses.

9. On February 27, 2024, Plaintiff requested that the Fresno County Superior Court enter default against Defendant Valley Surgical Specialists Medical Group, Inc., which was never ruled upon.

10. On March 13, 2024, Defendant Rame Deme Iberdemaj, MD, filed his Answer to the FAC.

11. On September 19, 2024, the Settling Parties, Trinity Health's Counsel and Proposed Class Counsel participated in a full day JAMS mediation session, which was facilitated by an experienced mediator, Hon. Diane Welsh, (Ret.).

12. After hours of hard-fought negotiations, the Settling Parties reached an agreement in principle.

13. After reaching an agreement in principle, the Settling Parties continued negotiating the additional terms of the settlement. The Settling Parties' agreement in principle and additional agreed-upon terms are now finalized in this Settlement Agreement and the attached exhibits.

14. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Defendants and the Released Parties (as defined below) arising out of or relating to the Data Security Incident, by and on behalf of the Proposed Class Representative and Settlement Class Members (as defined below) relating to the Data Security Incident. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

II. CLASS REPRESENTATIVE'S CLAIMS AND BENEFITS OF SETTLING

Proposed Class Representative (described above and defined below) believes the claims asserted in the Litigation (described above and defined below), as set forth in the FAC, have merit. Proposed Class Representative and Proposed Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Trinity Health and the other Defendants through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel is experienced in class action litigation and is very knowledgeable regarding the relevant claims,

remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Data Security Incident, is fair, reasonable, adequate, and in the best interest of Proposed Class Representative and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendants deny each and all of the claims and contentions alleged against it in the Litigation (defined below) and believe their defenses have merit. Defendants deny all charges of wrongdoing or liability as alleged or which could be alleged in the Litigation, or that they violated or breached any law, regulation or duty owed to the proposed Settlement Class. Defendants further deny any individual suffered any actual harm in connection with the Data Security Incident. The Proposed Class Representative has not suffered identity theft or become a victim of fraud that can be tied to Defendants. Indeed, dark web monitoring services have consistently found no evidence that any information tied to Trinity Health is available on the dark web or otherwise. Defendants also believe it would not be possible or feasible to certify a class for trial purposes as opposed to for settlement purposes. Nonetheless, Defendants have concluded further conduct of the Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendants also considered the uncertainty and risks inherent in any litigation. Defendants have determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Proposed Class Representative, individually and on behalf of the Settlement Class Member, and Defendants that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

1 Definitions

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

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Claimant[s]" shall have the meaning given in Paragraph 8.5.

1.3 "Claim Form[s]" means the form Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible to receive the monetary settlement benefits described herein, and substantially in the form of **Exhibit 3** to this Settlement Agreement. A Claim Form may be submitted by Settlement Class Members either online at the Settlement Website or USPS first-class mail to the Settlement Administrator. The Claim Form shall require a sworn affirmation under penalty of perjury under the laws of the state of California by Settlement Class Members but shall not require a notarization or any other form of verification.

1.4 "Claims Deadline" means the postmark and online Settlement Website submission deadline for valid claims pursuant to Paragraph 8.3 which shall be ninety (90) Days after the Class Notice Date.

1.5 "Claims Period" means the period for filing claims up until a date certain no more than ninety (90) Days from the date notice is mailed or otherwise provided to the Settlement Class Members.

1.6 "Class Counsel" is the attorney who the Court appoints as counsel for the Settlement Class, as set forth in the Preliminary Approval Order attached hereto as **Exhibit 4**.

1.7 "Class Notice Date" means twenty (20) Days after entry by the Court of the Preliminary Approval Order.

1.8 "Class Representative" is the person who the Court appoints as class representative of the Settlement Class, as set forth in the Preliminary Approval Order attached hereto as **Exhibit 4**.

1.9 "Court" or "Fresno County Superior Court" means the Superior Court of California, County of Fresno.

1.10 "Data Security Incident" means the data security incident that occurred on or about January 20, 2021, wherein an unauthorized, unknown person or entity gained access to the Accellion File Transfer Appliance, used by Trinity Health for sending secure email, and downloaded certain files containing the PHI and PII of Plaintiff and Settlement Class Members.

1.11 "Day(s)" means calendar days, but if any of the dates or deadlines specified herein falls on a Saturday, Sunday or California legal holiday, the applicable date or deadline shall fall on the next calendar day (that is not a Saturday, Sunday or California legal holiday). "Business days" means Monday through Friday and do not include Saturday, Sunday or a California legal holiday.

1.12 "Effective Date," and as further discussed in Paragraphs 1.14 and 9.1, means the occurrence of all of the following events which would make the settlement final: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed,

the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award or Service Award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Fee Award, Costs, and Expenses or the Service Award. Further, the Effective Date shall not be altered if an appeal is filed with the sole issue(s) on appeal being the Fees Award, Costs, and Expenses Award and/or the Service Award.

1.13 "Fee Award, Costs, and Expenses" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Proposed Class Counsel.

1.14 "Final" with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc*, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.15 "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness of the Settlement Agreement, pursuant to subparagraph (g) of Rule 3.769 of the California Rules of Court, whether the application of Proposed Class Counsel for Fee

Award, Costs, and Expenses, and Proposed Class Representative's Service Award should be approved, and whether to issue the Final Approval Order and Judgment.

1.16 "Final Approval Order" means the order entered by the Court, in a form substantially similar to the Final Order and Judgment attached hereto as **Exhibit 5**, pursuant to subparagraphs (g) and (h) of Rule 3.769 of the California Rules of Court, finally approving this Settlement and which:

a) Certifies the Settlement Class pursuant to subparagraph (d) of Rule 3.769 of the California Rules of Court;

b) Finds that this Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

c) Finds the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of California;

d) Finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

e) Approves the release provided in Section 6 and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and

f) Reserves jurisdiction over the Parties to enforce the terms of the settlement, this Settlement Agreement, and the Final Approval Order and Judgment, pursuant to subparagraph (h) of Rule 3.769 of the California Rules of Court.

1.17 "Funding Date" means the date which is no later than 10 business days after the Effective Date, by which date Trinity Health will fund the Settlement Fund.

1.18 "Judgment" means a judgment entered by the Court, in connection with the Final Approval Hearing, in a form substantially similar to the Final Order and Judgment attached hereto as **Exhibit 5**.

1.19 "Litigation" means the class action lawsuit entitled *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454, currently pending in the Fresno County Superior Court.

1.20 "Long-Form Notice" means the written notice substantially in the form of **Exhibit 2** to this Settlement Agreement.

1.21 "Net Settlement Fund" means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement; (ii) any taxes owed by the Settlement Fund; (iii) any Service Award approved by the Court; and (iv) any Fee Award, Costs, and Expenses approved by the Court.

1.22 "Non-Profit Residual Recipient" means the following proposed cy pres recipient that is a 26 U.S.C. § 501(c)(3) non-profit organization: American Red Cross of the Central Valley (https://www.redcross.org/local/california/central-california/about-us/locations/central-valley.html).

1.23 "Notice and Claims Administration Costs" means all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any separate costs incurred directly by Defendants or any of Defendants' agents or representatives in this Litigation.

1.24 "Notice Program" means the notice program described in Paragraph 3.2 herein.

1.25 "Objection Deadline" means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) Days from the Class Notice Date.

1.26 "Opt-Out Deadline" means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) Days after the Class Notice Date.

1.27 "Parties" means Plaintiff Jane Doe, Defendant Trinity Health Corporation, Defendant Valley Surgical Specialists Medical Group, Inc., Defendant Daniel Evan Swartz, MD, and Defendant Rame Deme Iberdemaj, MD, who are named parties in the Litigation.

1.28 "PHI" means protected health information under HIPAA, 45 C.F.R. § 160.103.

1.29 "PII" means personally identifiable information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person.

1.30 "Preliminary Approval Order" means the Court's order, substantially in the form of **Exhibit 4** to this Settlement Agreement, certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered after the hearing following the filing of a

written notice of motion for preliminary approval of the settlement, pursuant to subparagraphs (c), (d) and (f) of Rule 3.769 of the California Rules of Court.

1.31 "Proposed Class Counsel" means Patrick N. Keegan, Esq., Keegan & Baker, LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, California 92008, counsel of record for Plaintiff Jane Doe.

1.32 "Proposed Class Representative" means Plaintiff Jane Doe, a pseudonym for Suzanne Brown.

1.33 "Reasonable Documentation" means documentation establishing a claim for Out-of-Pocket Losses, including, but not limited to, credit card statements, bank statements, cancelled checks, invoices, and receipts. This list of reimbursable documented Out-of-Pocket Losses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident. For those Settlement Class Members who were mailed a Trinity Health Data Security Incident notification letter that offered one year of complimentary enrollment in Kroll Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services, Out-of-Pocket Losses for credit monitoring or identity theft protection services are additionally required to have been incurred one year after the expiration of Trinity Health's offer on July 1, 2021 (i.e., July 1, 2022). A valid claim for Out-of-Pocket Losses cannot be supported solely by a personal certification, declaration or affidavit from the Claimant in absence of supporting documentation.

1.34 "Released Claims" collectively means 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 Proposed 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. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class as provided in Paragraphs 4.1-4.2.

1.35 "Released Parties" mean (a) Defendant Trinity Health Corporation, (b) Defendant Valley Surgical Specialists Medical Group, Inc., (c) Defendant Daniel Evan Swartz, MD, (d) Defendant Rame Deme Iberdemaj, MD, and (e) their past or present owners, parents, subsidiaries, divisions and related or affiliated entities of any nature whatsoever, whether direct or indirect, predecessors, successors, directors, officers, members, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees and includes any person related to any such Defendants who is, was or could have been named as a defendant in the Litigation, other than 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.

1.36 "Service Award" means an amount of additional remuneration to be paid to the Class Representative in recognition of her efforts made in the Litigation on behalf of the Settlement Class, as approved by the Court, as set forth in Section 7.

1.37 "Settlement Administrator" means Kroll Settlement Administration, the class action settlement administrator, identified in the unopposed motion for preliminary approval, that has been retained (subject to Court approval) to carry out the Notice Program and administer the claims and settlement fund distribution process. Proposed Class Counsel and Trinity Health's Counsel may, by mutual agreement, substitute a different Settlement Administrator, subject to Court approval.

1.38 "Settlement Class" means the 18,153 individual residents of California, who were mailed notice of the Data Security Incident that occurred on or about January 20, 2021, 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." Excluded 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.

1.39 "Settlement Class Member" and the plural "Settlement Class Members" mean each and all persons who are members of the Settlement Class.

1.40 "Settlement Fund" means the non-reversionary sum of $450,000.00 to be paid by Trinity Health as specified in this Agreement, including any interest accrued thereon after payment.

1.41 "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will allow for on-line claim submission and contain relevant documents and information about the Settlement, including this Settlement Agreement, the Short-Form Notice, the Long-Form Notice, and the Claim Form, among other things.

1.42 "Settling Parties" means the Parties who are the signatories of this Settlement Agreement.

1.43 "Short-Form Notice" means the written notice to be sent via USPS first class mail to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form of **Exhibit 1** to this Settlement Agreement.

1.44 "Trinity Health" means Trinity Health Corporation, its past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.45 "Trinity Health's Counsel" means Spencer Persson, Esq. and Monder Khoury, Esq., DAVIS WRIGHT TREMAINE LLP, 350 South Grand Avenue, 27th Floor, Los Angeles, CA 900071, counsel of record for Defendants Trinity Health Corporation and Daniel Evan Swartz, MD.

2 Settlement Benefits

2.1 Settlement Fund. Trinity Health agrees to make the following payments equal to and not to exceed under any circumstances $450,000.00 to establish the Settlement Fund, which will be distributed as follows: Within twenty (20) business days following entry of the Preliminary Approval Order and receipt of payment instructions from the Settlement Administrator, Trinity Health will pay and advance the amounts reasonably necessary to pay for the Notice Program and any other payments then due to the Settlement Administrator. Within twenty (20) business days of the Effective Date (i.e. the Funding Date), Trinity Health will deliver to the Settlement Administrator the remaining amounts due under the Settlement Fund to equal and not to exceed under any circumstances the payment of $450,000.00, including the amounts for the payment of the Notice and Claims Administration Costs; Fee Award, Costs, and Expenses Award; and, Service Award. Payments of the Fee Award, Costs, and Expenses Award, and Service Award shall only be made by the Settlement Administrator following receipt of a W-9 from Class Counsel and Class Representative, respectively. All amounts due under the Settlement Fund shall be determined and requested by the Settlement Administrator and approved by Class Counsel and Trinity Health's Counsel. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Trinity Health's liability is equal to and shall not exceed under any circumstances $450,000.00 absent an express written agreement between the Settling Parties to the contrary.

2.2 Custody of the Settlement Fund. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed

pursuant to this Agreement or returned to Trinity Health in the event this Settlement Agreement is voided, terminated, or cancelled.

2.2.1 In the event this Agreement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason, Trinity Health shall be entitled to a return of any amount of the Settlement Fund paid to date, less any amounts owing for Notice or Claims Administration.

2.3 Non-Reversionary. This Settlement is not a reversionary settlement. Upon passage of the Effective Date, all rights of Trinity Health in or to the Settlement Fund shall be extinguished.

2.4 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Settling Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Award approved by the Court, (iv) any Fee Award, Costs, and Expenses as approved by the Court, and (v) any monetary benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

2.5 Payment of Administration. The Settling Parties, by agreement of Trinity Health's Counsel and Proposed Class Counsel, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court.

2.6 Payments to Class Members. The Settlement Administrator, subject to such the orders of the Court and/or the supervision and direction of Proposed Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Settlement Agreement.

2.7 Taxes. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, 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 the Proposed Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Proposed Class Representative and each Settlement 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.

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

2.9 Limitation of Liability.

2.9.1 Defendants and their counsel shall not have any responsibility for or liability whatsoever with respect to any act, omission or determination of Proposed Class Counsel, the

Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise.

2.9.2 The Proposed Class Representative and Proposed Class Counsel shall not have any liability whatsoever with respect to 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.

2.10 Compensation to Settlement Class. Settlement Class Members must timely submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide Claimants an opportunity to cure in the manner set forth below. Settlement Class Members may elect to file a claim for (1) a *pro rata* cash payment that does not require documentation; and (2) a claim for reimbursement of documented out-of-pocket losses or expenditures incurred that are fairly traceable to the Data Security Incident.

2.11 *Pro Rata* Cash Payments. All Settlement Class Members may file a claim for a *Pro Rata* Cash Payment. A claim for a *Pro Rata* Cash Payment does not require documentation. The amount of the *Pro Rata* Cash Payments will be determined on a *pro rata* basis as described in Paragraph 8.7.2.

2.12 Reimbursement for Out-of-Pocket Losses. Settlement Class Members may submit a claim for reimbursement for up to $1,000.00 for documented out-of-pocket losses or expenditures incurred that are fairly traceable to the Data Security Incident ("Out-of-Pocket Losses"). Out-of-Pocket Losses include, for example: 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 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. Attorneys' fees and costs are not eligible for reimbursement as Out-of-Pocket Losses. Out-of-Pocket Losses must be supported by Reasonable Documentation and have been incurred between January 20, 2021 and the Claims Deadline, inclusive, and the Claimant must attest under penalty of perjury that the losses or expenditures were incurred as a result of the Data Security Incident and not already paid for or reimbursed by a third party.

3 Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1 Motion for Preliminary Approval Order. As soon as practicable after the execution of this Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of a motion for preliminary approval of this Settlement Agreement. Proposed Class Counsel shall circulate the motion for preliminary approval to Trinity Health's Counsel at least seven (7) days prior to filing for review and so that the Parties are able to confer on an unopposed filing. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit 4** or an order substantially similar, requesting, *inter alia*:

a) conditional certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.8;

b) preliminary approval of this Settlement Agreement as set forth herein;

c) the scheduling of a Final Approval Hearing and briefing schedule for a motion for Final Approval Order and for a motion for Fee Award, Costs, and Expenses and Service Award;

d) appointment of Proposed Class Counsel as Class Counsel;

e) appointment of Proposed Class Representative as Class Representative;

f) approval of a customary form of short notice to be mailed to Settlement Class Members with an attached "tear off" claim form for those who wish to make claims that do not require documentation (i.e., claims for *Pro Rata* Cash Payment, as set forth in Paragraph 2.11), in a form substantially similar to the Short-Form Notice attached hereto as **Exhibit 1**, and a customary long-form notice, in a form substantially similar to the Long-Form Notice attached hereto as **Exhibit 2**, which together shall include a fair summary of the Parties' respective Litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

g) appointment of a Settlement Administrator; and

h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit 3**.

The Notice and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Parties prior to such submission to the Court for approval.

3.2 The Notice Program. Trinity Health is in possession of the names and complete California mailing addresses of the entire Settlement Class comprised of 18,153 persons. Within ten (10) Days of entry of a Preliminary Approval Order, Trinity Health will provide to the Settlement Administrator a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records.

Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth in Paragraphs 3.2 through 3.2.4, subject to approval by the Court. No later than twenty (20) Days prior to the Final Approval Hearing, the Settlement Administrator shall provide Proposed Class Counsel with an appropriate affidavit or declaration, signed under the penalty of perjury under the laws of the state of California, with respect to the Settlement Administrator's compliance with the Court approved Notice Program. Prior to the Final Approval Hearing, Proposed Class Counsel shall cause Settlement Administrator's affidavit or declaration with respect to the Settlement Administrator's compliance with the Court approved Notice Program to be filed with the Court.

3.2.1 *Short-Form Notice*. On or before the Class Notice Date, the Settlement Administrator shall mail the Short-Form Notice, with an attached "tear off" claim form for those who wish to make a claim that does not require documentation (i.e. for *Pro Rata* Cash Payment, as set forth in Paragraph 2.11). The Short-Form Notice shall be substantially in the form of **Exhibit 1** hereto. The Settlement Administrator shall mail a copy of the Short-Form Notice via USPS first class mail to all Settlement Class Members identified in the Settlement Class Member list Trinity Health will provide to the Settlement Administrator. Before any mailing of any Short-Form Notice under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS. In the event that a mailed Short-Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and contains a forwarding address, the Settlement Administrator shall re-send the Short-Form Notice to the forwarding address within five (5) Days of receiving the returned Short Notice. In the event that a mailed Short-Form Notice is returned to the Settlement Administrator

by the USPS because the address of the recipient is no longer valid, and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace within five (5) Days of receiving the returned Short Notice, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such current address is ascertained, the Settlement Administrator shall re-send the Short-Form Notice within five (5) Days of obtaining the current address. The Settlement Administrator need make only one attempt to resend any Short-Form Notices that are returned as undeliverable.

3.2.2 *Long-Form Notice*. On or before the Class Notice Date, the Settlement Administrator shall post the Long-Form Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court.

3.2.3 *Settlement Website*. As soon as practicable following entry of the Preliminary Approval Order, but by no later than the Class Notice Date, the Settlement Administrator shall establish a dedicated Settlement Website, and shall post a Toll-Free Telephone Help Line number, and make available for download on the Settlement Website a copy of this Settlement Agreement, the Long-Form Notice and Claim Form approved by the Court, the FAC, Defendants' Answers, and the Preliminary Approval Order entered by the Court; and thereafter maintain and update information on the Settlement Website, by, *inter alia*, posting the Motion for Final Approval of Class Action Settlement filed with the Court, any motion for approval of Proposed Class Counsel's Fee Award, Costs, and Expenses and Proposed Class Representative's Service Award filed with the Court, and the Final Approval Order and Judgment entered by the Court. The Settlement Website shall allow for on-line Claim Form submission during the Claims Period. The Settlement Website shall remain operational from the Class Notice Date and thereafter

until at least five (5) Days after negotiation of the last payment under this Settlement Agreement or distribution to the Non-Profit Residual Recipient is made, whichever date is later, or when the Settlement is terminated.

3.2.4 *Toll-Free Telephone Help Line*. As soon as practicable following entry of the Preliminary Approval Order, but by no later than the Class Notice Date, the Settlement Administrator shall establish and maintain a dedicated automated toll-free telephone help line for Settlement Class Members to call an automated toll-free number providing answers to Frequently Asked Questions ("FAQs") to settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within two (2) Days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Settlement Administrator will also mail copies of the Claim Form approved by the Court to Settlement Class Members, upon request during the Claims Period. The Toll-Free Telephone Help Line shall remain operational from the Class Notice Date and thereafter until at least five (5) Days after negotiation of the last payment under this Settlement Agreement or distribution to the Non-Profit Residual Recipient is made, whichever date is later, or when the Settlement is terminated.

3.3 The Long-Form Notice, Short-Form Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonably necessary, e.g. to correct errors, spellings or formatting, and not inconsistent with such approval.

3.4 Proposed Class Counsel shall request that after the Class Notice Date, the Opt-Out Deadline and the Objection Deadline, the Court hold a Final Approval Hearing and grant final approval of the settlement set forth herein.

4 Opt-Out Procedures

4.1 Any Settlement Class Member may opt out, i.e. request exclusion, from the Settlement Class at any time during the Opt-Out Period. Each Settlement Class Member wishing to exclude themselves from the Settlement Class must timely submit notice of such intent either in writing or through the Settlement Website by the Opt-Out Deadline. Each Settlement Class Member wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf. No person may request to be excluded from the Settlement Class through a mass or a class opt-outs; mass or a class opt-outs are not permitted. To be valid and effective, an opt out request must contain 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)." All opt-out requests sent to anyone other than the Settlement Administrator, including requests sent to Proposed Class Counsel and/or Trinity Health's Counsel, are ineffectual and shall be deemed null and void.

4.2 All persons falling within the definition of the Settlement Class who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in Paragraph 4.1 above, referred to herein as "Opt-Outs," shall not (i) be bound by any orders or Judgment entered in the Litigation, (ii) be entitled to any benefits under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. All persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 4.1 above shall be bound by the terms of this Agreement and Final Judgment entered thereon.

4.3 Within seven (7) Days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Proposed Class Counsel and Trinity Health's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). Notwithstanding anything else in this Settlement Agreement, if 5% or more of the persons meeting the definition of Settlement Class Members opt-out, Trinity Health shall have the unilateral option to terminate this Agreement at its sole discretion, and this Settlement Agreement shall be null and void and this settlement of no force and effect. If Trinity Health so elects, it shall give notice of such termination in writing to Proposed Class Counsel no later than ten (10) business days after receiving the list of persons who have requested exclusion from the Settlement Class. If Trinity Health terminates this Settlement Agreement, it shall be obligated to pay the Settlement Administrator for all costs and expenses incurred by the Settlement Administrator for work performed in connection with this Settlement Agreement.

4.4 Proposed Class Counsel shall file the Opt-Out List with the Court for purposes of being attached to the Final Approval Order and Judgment to be entered after the Final Approval Hearing.

5 Objection Procedures

5.1 Any Settlement Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of the objection by the Objection Deadline. Unless otherwise ordered by the Court, a written objection to the Settlement Agreement must contain the following information to be considered by the Court: (i) the caption *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454 (Fresno County Superior Court); (ii) the objector's full name, current address, telephone number, and e-mail address; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal

support for the objection the objector believes is applicable; (v) full name, current address, telephone number, e-mail address, and State Bar number of all attorneys representing the objector, if any; (vi) a statement as to whether the objector and/or his attorney(s), if any, will appear at the Final Approval Hearing; (vii) a statement identifying all class action settlements objected to by the objector and/or his attorney(s) in the previous five (5) years, if any; and (viii) the objector's signature and the signature of the objector's duly authorized attorney 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 by the Objection Deadline; or (b) mailed USPS first-class postage prepaid to the Clerk of the Court and postmarked by no later than the Objection Deadline. 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 Proposed Class Counsel and Trinity Health's Counsel in the signature blocks at the end of this Settlement Agreement.

5.2 Unless otherwise ordered by the Court, any Settlement Class Member who fails to comply with the requirements for objecting, as set forth in Paragraph 5.1, shall waive and forfeit any and all rights they may have to appear separately and/or to object to this Settlement Agreement and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation. All persons falling within the definition of the Settlement Class who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in Paragraph 4.1 above, shall be deemed to have waived and forfeited any and all rights he may have to appear separately and/or to object to this Settlement Agreement.

5.3 Unless otherwise ordered by the Court, the Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector were a party in the Litigation, including the right to take the objector's deposition.

6 Release

6.1 Upon the Effective Date, each Settlement Class Member, excluding Opt-Outs as defined in Paragraph 4.2 above, shall be deemed to have, and by operation of the Final Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged the Released Parties from any and all Released 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 filed in the Litigation. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding Opt-Outs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, and/or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in this Litigation and as provided in this Settlement Agreement) in which Released Claims are asserted.

7 Proposed Class Counsel's Attorneys' Fees and Expenses and Service Award to Proposed Class Representative

7.1 The Parties did not discuss the payment of attorneys' fees and litigation expenses and/or service award to the Proposed Class Representative, as provided for in Paragraphs 7.1.1 and 7.1.2, until after the substantive terms of the settlement had been agreed upon. Trinity Health and Proposed Class Counsel have agreed to the following:

7.1.1 Trinity Health takes no position on and will not oppose an application by Proposed Class Counsel for an award of attorneys' fees not to exceed the amount of $150,000.00 (i.e., one third or 33.3333% of the Settlement Fund) and litigation costs and expenses, including, but not limited to mediation fees and expert witness fees, subject to Court approval. The Settlement Administrator shall, from the Settlement Fund, pay any Fee Award, Costs, and Expenses approved by the Court.

7.1.2 Trinity Health takes no position on and will not oppose an application by the Proposed Class Representative for a Service Award not to exceed $5,000.00. The Settlement Administrator shall, from the Settlement Fund, pay any Service Award approved by the Court. The Service Award shall be separate and apart from any other sums agreed to be paid to the Class Representative under this Settlement Agreement and the Service Award is an amount of additional remuneration to be paid to the Class Representative in recognition of her efforts made in the Litigation on behalf of the Settlement Class.

7.1.3 The Settlement Administrator shall, from the Settlement Fund, pay the Fee Award, Costs, and Expenses approved by the Court to Proposed Class Counsel, and the Court-approved service award to Proposed Class Representative, no later than five (5) Days after the Effective Date. Proposed Class Counsel and Proposed Class Representative shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments. Neither Proposed Class Counsel nor Trinity Health's Counsel intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.1.4 If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Trinity Health shall have no obligation

to pay the Fee Award, Costs, and Expenses or the Service Award and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Members be liable for any costs or expenses related to notice or administration.

7.1.5 The amount(s) of any award of Fee Award, Costs, and Expenses and/or any Service Award are intended to be considered by the Court separately from the Court's consideration of fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any award of Fee Award, Costs, and Expenses and/or any Service Award ordered by the Court to Proposed Class Counsel or Proposed Class Representative shall affect whether the Final Judgment is in fact Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8 Administration of Claims

8.1 All notice and settlement administration costs will be paid from the Settlement Fund.

8.2 The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement and any additional processes agreed to by all of Proposed Class Counsel and Trinity Health's Counsel, subject to the Court's supervision and direction as circumstances may require.

8.3 To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by USPS first class mail and must be postmarked no later than the Claims Deadline.

8.4 The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

8.5 If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Proposed Class Counsel and Trinity Health's Counsel. If the defect is not cured within the twenty-one (21) Day period, then the claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but cured within the twenty-one (21) Day period, shall be considered "Claimants."

8.6 The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of the Final Judgment or five (5) Days after negotiation of the last payment under this Settlement Agreement or distribution to the Non-Profit Residual Recipient is made, whichever date is later, or when the settlement is terminated. Claim Forms and supporting documentation may be provided to the Court, Proposed Class Counsel, Trinity Health, and Trinity Health's Counsel upon request and to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement and Settlement. Trinity Health or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Proposed Class Counsel or Trinity Health may reasonably require. The Settlement Administrator will provide other reports or information as Proposed Class Counsel and/or Trinity Health's Counsel may request and reasonably require before the Final Approval Hearing.

8.7 Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment

via check ("Claim Check") or digital payment selected in consultation with Proposed Class Counsel (collectively, "Claim Payments") to each Claimant in the amount for which each Claimant has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

8.7.1 The Settlement Administrator will first apply the Net Settlement Fund to allocate payments for valid claims for Reimbursement for Out-of-Pocket Losses (as described in Paragraph 2.14). The amount of the Net Settlement Fund remaining after all payments for Reimbursement for Out-of-Pocket Losses shall be referred to as the "Post-Loss Net Settlement Fund."

8.7.2 The Settlement Administrator shall then utilize the Post-Loss Net Settlement Fund to make all *Pro Rata* Cash Payments as described in Paragraph 2.11. The amount of each *Pro Rata* Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for *Pro Rata* Cash Payments.

8.8 Each Claim Check shall be mailed to the address provided by the Claimant on his Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

8.9 To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who claimed a *Pro Rata* Cash Payment and cashed or deposited their initial *Pro Rata* Cash Payment they received, provided that the average payment amount is equal to or greater than Ten Dollars and No Cents ($10.00). Following this second

distribution, the amount remaining in the Net Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient. The distribution to the Non-Profit Residual Recipient shall not identify Trinity Health.

8.10 For any Claim Check 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 reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

8.11 No portion of the Settlement Fund shall revert or be repaid to Trinity Health after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the Non-Profit Residual Recipient, as approved by the Court.

9 Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

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

a) the Court has entered the Preliminary Approval Order, as required by Paragraph 3.1;

b) the Court has entered a Final Approval Order and the Judgment granting final approval to the settlement as set forth herein; and

c) the Judgment has become Final, as defined in Paragraph 1.14.

9.2 If all of the conditions specified in Paragraph 9.1 are not satisfied, this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.4.

9.3 In the event that this Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (i) the

Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party, and (ii) the terms and provisions of this Settlement Agreement shall be void and have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to Paragraph 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and litigation costs or expenses and/or the service award shall constitute grounds for cancellation or termination of this Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Trinity Health shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration and shall not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

9.4 Settling Parties shall have the right to cancel and terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within fourteen seven (14) Days of following events: (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve this Settlement Agreement; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and this Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into,

or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order and/or Judgment, or this Settlement Agreement; or (iv) Trinity Health fails to paid the entire amount of the Settlement Fund to the Settlement Administrator, as required by Paragraph 2.1.

10 Miscellaneous Provisions

10.1 The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any of the Defendants as to the merits of any claim or defense. The Settling Parties agree that the settlement was negotiated in good faith, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Settling Parties hereto and shall not be construed strictly for or against either Settling Parties. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that none of the Settling Parties shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither this Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Settling Parties shall be deemed a negotiation for settlement purposes only under Cal. Evidence Code § 1152 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest and approved by the Court; provided, however, that after entry of the Preliminary Approval Order, the Settling Parties may, by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further

notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.5 The Settlement Agreement, together with the **Exhibits attached hereto**, constitutes the entire Agreement among the Settling Parties hereto, and no representations, warranties or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each of the Parties shall bear their own costs. This Agreement supersedes all previous agreements made between Proposed Class Representative and Trinity Health.

10.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Proposed Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 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 of the Parties expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein in Section 6, 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 his own judgment, belief, and knowledge and that each of the Parties does not

rely on inducements, promises, or representations made by anyone other than those embodied herein.

10.8 Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

10.9 Each counsel or other individual executing this Settlement Agreement on behalf of any Party hereto hereby warrants that such individual has the full authority to do so.

10.10 The Settlement 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. A complete set of executed counterparts shall be filed with the Court. The Settlement Agreement may be executed by a signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail or electronic signature (via DocuSign).

10.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

10.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of California, and the rights and obligations of the parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of California.

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks and electronic payments shall be void one hundred and eighty (180) Days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: "This check[/payment] must be cashed[/accepted] within one hundred and eighty (180) Days, after which time it is void." If a check or electronic payment becomes void, the Settlement Class Member shall have until three (3) months to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and the funds shall be disbursed to the Non-Profit Residual Recipient agreed upon by the parties and approved by the Court or, in the event the Non-Profit Residual Recipient is not approved by the Court, to a *cy pres* recipient selected by the Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) Days from the Effective Date, requests for reissuance need not be honored after such checks or electronic payments become void. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

Plaintiff Suzanne Brown

By: DocuSigned by: S. Brown 65D7C0474B46434... Date: 7/29/2025

Trinity Health Corporation

By: Signed by: Ruth Goodell B03B5DDDE3BD458... Date: 8/7/2025

Approved as to form by:

Dated: 7/29/2025, 2025

Signed by:
Spencer Persson
F98879968250404...

Spencer Persson, Esq.
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350 South Grand Avenue, 27th Floor
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Tel: (213) 633-6800 / Fax: (213) 633-6899
Attorneys for Defendant Trinity Health Corporation

Signed by:
Patrick Keegan
4F2676EAB1384E7...

Patrick N. Keegan, Esq.
pkeegan@keeganbaker.com
KEEGAN & BAKER, LLP
2292 Faraday Avenue, Suite 100
Carlsbad, CA 92008
Tel: (760) 929-9303 / Fax: (760) 929-9260

Attorney for Plaintiff and the Proposed Class Counsel

Exhibit 1

Court Approved Legal Notice
Doe, et al. v. Trinity Health Corporation, et al.
Case No. 21CECG01454
(Fresno Superior Court)

You can get a Pro-Rata Cash Payment and Reimbursement of Documented Out-Of-Pocket Losses because of a data security incident that occurred in January 2021 at Trinity Health Corporation

The Fresno Superior Court has authorized this Notice.
This is not a solicitation from a lawyer.

Complete and Return the Claim Form by Month DD, YYYY.

If you are a Settlement Class Member, you are entitled to claim benefits and your legal rights will be affected whether or not you take action.
For more information:
www.TrinityHealthSettlement.com
(800) ###-####

Para notificación en Español, llamar o visitar nuestro sitio web.

Doe, v. Trinity Health Corporation
c/o Kroll, [**INSERT Settlement Administrator Address:**]
P.O. Box _____
_____, __ _____

Forwarding Service Requested
[BARCODE]
Postal Service: Please do not mark barcode
Claim No.:

[SETTLEMENT CLASS MEMBER ADDRESS]

Complete this Claim Form, tear at perforation above, and return by U.S. Mail postmarked by no later than Month DD, YYYY.

TRINITY HEALTH DATA BREACH SETTLEMENT NOTICE

What is this Notice about? A proposed Settlement has been reached with Defendant Trinity Health Corporation ("Trinity Health") relating to a data security incident involving the Accellion File Transfer Appliance that occurred on or about January 20, 2021 (the "Data Security Incident").

Who is included in the Settlement? Records indicate you are included in this Settlement as a California resident to whom Trinity Health sent direct mailed notice of the Data Security Incident that occurred on or about January 20, 2021 and are eligible to receive compensation.

What benefits can I receive? Trinity Health has agreed to create a $450,000 Settlement Fund to provide the following payments to the Settlement Class Members who submit a valid Claim Form:

- **Pro-Rata Cash Payment**. You can submit a Claim Form 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, the amount of approved claims for Documented Out-of-Pocket Losses, if any, and other Court approved amounts to be deducted from the Settlement Fund.
- **Reimbursement of Documented Out-of-Pocket Losses of up to $1,000**. You can submit a Claim Form 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"). Claims for Documented Out-of-Pocket Losses may be reduced pro rata, depending on the amount of approved for Documented Out-of-Pocket Losses claims, how many eligible people submit Claim Forms, and other Court approved amounts to be deducted from the Settlement.

How can I receive the Settlement Benefits?

***Pro-Rata* Cash Payment**. To receive a *Pro-Rata* Cash Payment, *complete this Claim Form, tear at perforation above, and return by U.S. Mail postmarked by no later than Month DD, YYYY or submit your claim online at **www.TrinityHealthSettlement.com** using your Claim Number and Confirmation Code (located above) by no later than Month DD, YYYY*. The amount of the Pro-Rata Cash Payment will depend on how many eligible people submit Claim Forms.

Cash Payments will be made by check sent by U.S. Mail. If you prefer to receive a cash payment via electronic payment, please submit a Claim Form at the Settlement Website, **www.TrinityHealthSettlement.com**

Reimbursement of Documented Out-of-Pocket Losses of up to $1,000. To receive reimbursement 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") for up to $1,000, *print and complete a Claim Form on the website **www.TrinityHealthSettlement.com**, and return the completed Claim Form with adequate documentation by U.S. Mail postmarked by no later than Month DD, YYYY*.

What are my other options? Settlement Class Members who file a Claim Form, object to the Settlement, or do nothing are choosing to stay in the Settlement Class and will be legally bound by all orders of the Court. They will not be able to start, continue or be part of any other lawsuit against Defendants relating to the Data Security Incident. If you don't want to be legally bound by the Settlement, you must exclude yourself. To exclude yourself or object to the Settlement, you must follow the instructions in the Long-Form Notice available online at **www.TrinityHealthSettlement.com** or request the Long-Form Notice by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####**. If you exclude yourself, you may not object to the Settlement. Requests for exclusion and objections must be mailed to [Settlement Administrator Address] and postmarked no later than **Month DD, YYYY**.

What happens next? The Court will hold a Final Approval Hearing in this case (*Doe, et al. v. Trinity Health Corporation, et al*. Case No. 21CECG01454) on **Month DD, YYYY** at ##:## #.m. to decide whether to approve (1) the Settlement; (2) a Service Award of up to $5,000 to the Class Representative Plaintiff; and (3) Class Counsel's fees of up to one-third of the Settlement Fund ($150,000), and litigation costs and expenses. You or your attorney may appear at the Final Approval Hearing, but are not required to do so.

More Information. Complete information about all of your rights, options, how to update your address, as well as Claim Form, the Long Form Notice, and the Settlement Agreement are available online at **www.TrinityHealthSettlement.com** or by calling toll-free **(800) ###-####**.

Doe v. Trinity Health Corporation
c/o c/o Kroll, [**INSERT Settlement Administrator Address**]
[ADDRESS]
[CITY, STATE ZIP]

[BARCODE]

Claim No.:

Exhibit 2

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.TrinityHealthSettlement.com** or contact the Settlement Administrator toll-free at
1-800-###-#### [**INSERT Settlement Administrator 800 number**]

Dated: [**INSERT Court approval date**]

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 **Month DD, 2025** [**INSERT Claims Deadline date**] TO BE ELIGIBLE FOR A CASH PAYMENT UNDER THE SETTLEMENT	You can submit a Claim Form to receive a *Pro-Rata* 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 **Month DD, 2025** [**INSERT Opt-Out Deadline date**]	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 **Month DD, 2025** [**INSERT Opt-Out Deadline date**]. 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 **Month DD, 2025** [**INSERT Objection Deadline date**]	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 not receive a *Pro-Rata* 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.TrinityHealthSettlement.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 *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####** [**INSERT Settlement Administrator 800 number**].

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 *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####** [**INSERT Settlement Administrator 800 number**].

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 Month DD, 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 Month DD, 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. How Can I Make a Claim for a Pro-Rata Cash Payment and How Much Will I Receive?

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 **Month DD, 2025** [**INSERT Claims Deadline date**]. 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 **Month DD, 2025** [**INSERT Claims Deadline date**] 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 **Month DD, 2025** [**INSERT Claims Deadline date**], to *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**]. A Claim Form for a *Pro-Rata* Cash Payment may also be electronically completed and submitted online at **www.TrinityHealthSettlement.com** no later than **Month DD, 2025** [**INSERT Claims Deadline date**]. **You cannot make a claim for a *Pro-Rata* Cash Payment by telephone or email.** Claim Forms postmarked or electronically submitted after **Month DD, 2025** [**INSERT Claims Deadline date**] 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 $60,000, 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) dividing the sum of such number 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 [INSERT DATE (Claims Deadline Date)] (= 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 **Month DD, 2025 [INSERT Claims Deadline date]**, 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 **Month DD, 2025** [**INSERT Claims Deadline date**], to *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**]. A Claim Form for Reimbursement of Documented Out-of-Pocket Losses may also be electronically completed and submitted online at **www.TrinityHealthSettlement.com** no later than **Month DD, 2025** [**INSERT Claims Deadline date**]. Claim Forms postmarked or electronically submitted after **Month DD, 2025** [**INSERT Claims Deadline date**] 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 **Month DD, 2025** [**INSERT Claims Deadline date**] 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 are required 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

Month DD, 2025 **[INSERT Claims Deadline date]**. 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.TrinityHealthSettlement.com**. You may request a Claim Form be sent to you by writing the Settlement Administrator via U.S. Mail at *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com**.

Settlement Class Members must complete and mail a Claim Form postmarked no later than **Month DD, 2025** [**INSERT Claims Deadline date**] to *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**]. A Claim Form may also be electronically completed online at **www.TrinityHealthSettlement.com** and must submitted by **Month DD, 2025** [**INSERT Claims Deadline date**]. **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, c/o Kroll, [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com**.

The deadline to complete and submit a Claim Form is Month DD, 2025 [INSERT Claims Deadline date]. Claim Forms postmarked or electronically submitted after **Month DD, 2025** [**INSERT Claims Deadline date**] 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 were 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 at [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.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.TrinityHealthSettlement.com** at any time for an update on the status of the Settlement or otherwise contact the Settlement Administrator by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####** [**INSERT Settlement Administrator 800 number**].

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 [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.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.TrinityHealthSettlement.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 **Month DD, 2025** [**INSERT Opt-Out Deadline date**]. 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 *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**] postmarked no later than **Month DD, 2025** [**INSERT Opt-Out Deadline date**], or be electronically submitted no later than **Month DD, 2025** [**INSERT Opt-Out Deadline date**] through the settlement website **www.TrinityHealthSettlement.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 **Month DD, 2025** [**INSERT Opt-Out Deadline date**].

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 [**INSERT name, address, email address and telephone number of Class Counsel**].

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 reimbursement 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.TrinityHealthSettlement.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.TrinityHealthSettlement.com**, which allows for on-line submission of claim forms and opt-outs, the costs of the creating and operating **(800) ###-####** [**INSERT Settlement Administrator 800 number**], 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.TrinityHealthSettlement.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.TrinityHealthSettlement.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 **Month DD, 2025** [**INSERT Objection Deadline date**]; or (b) mailed USPS first-class postage prepaid to the Clerk of the Court and postmarked by no later than no later than **Month DD, 2025** [**INSERT Objection Deadline date**]. 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 **Month DD, 2025 at ##:## a./p.m.** [**INSERT Final Approval Hearing date and time**] in Department 403 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.TrinityHealthSettlement.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.

56. 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.

27. 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 **Month DD, 2025** [**INSERT Opt-Out Deadline date]** 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.

28. 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 *Doe v. Trinity Health Corporation*, Case No. 21CECG01454, c/o Kroll, [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####** [**INSERT Settlement Administrator 800 number**].

You may also visit the Settlement website at **www.TrinityHealthSettlement.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.TrinityHealthSettlement.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 contact check 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.TrinityHealthSettlement.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.

Exhibit 3

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CLAIM FORM FOR TRINITY HEALTH DATA SECURITY INCIDENT SETTLEMENT

Doe, et al. v. Trinity Health Corporation, et al.
Case No. 21CECG01454 (Fresno Superior Court)

USE THIS FORM TO MAKE A CLAIM FOR A *PRO-RATA* CASH PAYMENT AND/OR REIMBURSEMENT OF DOCUMENTED OUT-OF-POCKET LOSSES

The DEADLINE to submit this Claim Form is: Month DD, YYYY [INSERT deadline date]

To receive a settlement benefit from this settlement via an electronic payment, you must submit the Claim Form below electronically at www.TrinityHealthSettlement.com by <<Claims Deadline>>.

I. GENERAL INSTRUCTIONS

If you are a California resident to whom Defendant Trinity Health Corporation ("Trinity Health") sent a direct mail notice of a Data Security Incident that involved the Accellion File Transfer Appliance, you are a Settlement Class Member and entitled to participate in the settlement. Complete information about the Settlement and its benefits are available on the Settlement Website at **www.TrinityHealthSettlement.com.** If you received a Short-Form Notice postcard about this class action Settlement by mail addressed to you, then the Settlement Administrator has already determined that you are on Trinity Health's list of Settlement Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator via U.S. Mail at [**INSERT Settlement Administrator Address**] or by emailing **info@TrinityHealthSettlement.com** or calling **(800) ###-####** [**INSERT Settlement Administrator 800 number**]. Only Settlement Class Members identified on Trinity Health's list may submit a Claim Form.

This Claim Form may be completed and submitted online at **www.TrinityHealthSettlement.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, to: [**INSERT Settlement Administrator Address**].

II. PAYMENT SELECTION

If you would like to elect to receive your settlement benefit 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.

First Name | MI | Last Name

Alternative Name(s)

Mailing Address, Line 1

Mailing Address, Line 2

City | State | Zip Code

Telephone Number (Primary) - - | Telephone Number (Secondary) - -

Email Address

[EXHIBIT 3]
Questions? Go to www.TrinityHealthSettlement.com or call (800) ###-####.

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Date of Birth (MM/DD/YYYY)

Claim Number Provided on Short-Form Notice (if known)

IV. *PRO-RATA* CASH PAYMENT

If you wish to receive a *Pro-Rata* Cash Payment, simply fill out Section II, above, and submit or mail this Claim Form to the Settlement Administrator no later than **Month DD, YYYY [INSERT deadline date]**. The amount of the *Pro-Rata* Cash Payment will depend on how many eligible people submit Claim Forms.

Cash Payments will be made by check sent by U.S. Mail. If you prefer to receive a Cash Payment via electronic payment, provide your email address associated with your PayPal, Venmo, or Zelle account below and select your preferred payment method below:

Email Address

Select one: ☐ PayPal, ☐ Venmo, ☐ Zelle

V. REIMBURSEMENT FOR DOCUMENTED OUT-OF-POCKET LOSSES

In addition to a Pro-Rata Cash Payment, you are eligible to seek reimbursement for up to $1,000.00 for your documented, out-of-pocket losses or expenditures that you incurred that are fairly traceable to the Data Security Incident ("Documented Out-of-Pocket Losses"). Documented Out-of-Pocket Losses include, for example: losses incurred as a result of documented identity theft or fraud, which are attributable to the Data Security Incident that occurred on or about January 20, 2021, 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 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 attorneys' fees and costs are not eligible for reimbursement as Documented Out-of-Pocket Losses.

To make a valid claim for Documented Out-of-Pocket Losses, you must fill out Section II above and additionally (i) provide the requested information below or provide the requested information below on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (Section V); and (iii) include Reasonable Documentation supporting each claimed expense along with this Claim Form. Documented Out-of-Pocket Losses fairly traceable to the Data Security Incident will be determined by the Settlement Administrator. 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 **Month DD, YYYY [INSERT Claims Deadline date]**, 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 are required have occurred between **July 1, 2022** (which is one year after expiration of Trinity Health's offer of a complimentary one year enrollment in Kroll Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services made to Settlement Class Members in Trinity Health's written notification of the Data Security Incident) and **Month DD, YYYY [INSERT Claims Deadline date]**.

Expense Type (Check all that apply)	**Date of Loss** (Approximate)	**Amount of Loss**	**Description of Reasonable Documentation** (What you are attaching and why)
☐ Losses from identity theft or fraud	☐☐/☐☐/☐☐☐☐ (mm/dd/yyyy)	$☐☐,☐☐☐.☐☐	*Examples: Copy of Police Report; Receipt for Copy of Police Report; Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges.* Description of what you are attaching:
☐ Fees or costs incurred in connection with identity theft or fraud	☐☐/☐☐/☐☐☐☐ (mm/dd/yyyy)	$☐☐,☐☐☐.☐☐	*Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return.* Description of what you are attaching:
☐ Lost interest or other damages resulting from delayed state or federal tax refund resulting from fraudulent tax return	☐☐/☐☐/☐☐☐☐ (mm/dd/yyyy)	$☐☐,☐☐☐.☐☐	*Examples: Letter from IRS or state taxing authority about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount thereof.* Description of what you are attaching:
☐ Credit freeze	☐☐/☐☐/☐☐☐☐ (mm/dd/yyyy)	$☐☐,☐☐☐.☐☐	*Examples: Notices or account statements reflecting payment for a credit freeze.* Description of what you are attaching:
☐ Credit monitoring that was purchased after July 1, 2022	☐☐/☐☐/☐☐☐☐ (mm/dd/yyyy)	$☐☐,☐☐☐.☐☐	*Examples: Receipts or account statements reflecting purchases made for identity theft protection and/or credit monitoring services.* Description of what you are attaching:

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Expense Type (Check all that apply)	**Date of Loss** (Approximate)	**Amount of Loss**	**Description of Reasonable Documentation** (What you are attaching and why)
☐ Miscellaneous expenses such as late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, notary, fax, postage, copying, mileage, and/or long-distance telephone charges attributable to documented identity theft or fraud	/ / (mm/dd/yyyy)	$, .	*Example: Receipts or account statements reflecting late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (such as police station or IRS office), indication of why you traveled there (i.e. police report or letter from IRS regarding falsified tax return) and number of miles you traveled, attributable to documented identity theft or fraud.* Description of what you are attaching:
☐ Other (provide detailed description)	/ / (mm/dd/yyyy)	$, .	Description of what you are attaching:

VI. ATTESTATION
(REQUIRED FOR A CLAIM FOR DOCUMENTED OUT-OF-POCKET LOSSES)

I, _____ [Name], declare that I incurred and/or expended the Documented Out-of-Pocket Losses claimed above as a result of the Data Security Incident.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, in _____, _____.
[Date] [City] [State]

_____
[Signature]

[EXHIBIT 3]
Questions? Go to www.TrinityHealthSettlement.com or call (800) ###-####.

Exhibit 4

Patrick N. Keegan, Esq. (SBN 167698)
pkeegan@keeganbaker.com
KEEGAN & BAKER, LLP
2292 Faraday Avenue, Suite 100
Carlsbad, CA 92008
Tel: (760) 929-9303
Fax: (760) 929-9260

Attorneys for Plaintiff and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

JANE DOE, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

TRINITY HEALTH CORPORATION; VALLEY SURGICAL SPECIALISTS MEDICAL GROUP, INC.; DANIEL EVAN SWARTZ, MD; RAME DEME IBERDEMAJ, MD; and DOE DEFENDANTS 4-100,

Defendants.

Case No.: 21CECG01454

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONALLY CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

Date: [TBD]
Time: [TBD] [a./p.m.]
Dept.: 403
Judge: Hon. Jonathan Skiles

Before the Court is the unopposed Motion for Preliminary Approval of the proposed Class Action Settlement between Plaintiff Jane Doe ("Plaintiff" or "Proposed Class Representative"), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendants Trinity Health Corporation ("Trinity Health"), Valley Surgical Specialists Medical Group, Inc., Daniel Evan Swartz, MD, and Rame Deme Iberdemaj (collectively, "Defendants", and together with the Plaintiff, the "Parties"), in the above-referenced action (the "Litigation"). All terms and phrases in this Order shall have the same meaning as they are defined in the Settlement Agreement. The Parties to the Settlement Agreement respectively request that the Court enter this order:

1) Finding the requirements of California Rules of Court, Rule 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves the settlement of the action referenced in the Settlement Agreement as being fair, just, reasonable, and adequate to the Settlement Class and its members, subject to further consideration at the Final Approval Hearing described below;
2) Conditionally certifying the Settlement Class, for purposes of implementing the Settlement Agreement only (pursuant to Paragraph 2.8 of the Settlement Agreement);
3) Appointing of Proposed Class Counsel as Class Counsel;
4) Appointing Proposed Class Representative as Class Representative;
5) Appointing Kroll Settlement Administration as the Settlement Administrator;
6) Approving of a customary form of short-form notice to be mailed by United States Postal Services ("USPS") first-class postage prepaid to Settlement Class Members, (with an attached "tear off" claim form to make a claim for *Pro Rata* Cash Payment that does not require documentation), in a form substantially similar to the Short-Form Notice attached hereto as Exhibit 1; and a customary long-form notice, in a form substantially similar to the Long-Form Notice attached hereto as Exhibit 2, which together includes a fair summary of the Parties' respective Litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims, and the date, time and place of the Final Approval Hearing;
7) Approving a customary form of claim form for use by Settlement Class Members to make a claim for (1) a *pro rata* cash payment that does not require documentation, and (2) reimbursement of documented out-of-pocket losses or expenditures incurred that

are fairly traceable to the Data Security Incident, substantially similar to the Claim Form attached hereto as Exhibit 3;

8) Ordering Trinity Health to provide to the Settlement Administrator, within ten (10) days of the entry of this Order, a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records, as provided in the Settlement Agreement, and, to the extent reasonably available, to provide to the Settlement Administrator any other information requested and/or necessary to identify the names and to ensure that complete mailing addresses for all Settlement Class Members is provided to the Settlement Administrator;

9) Ordering Trinity Health to pay for the Notice Program and any other payments then due to the Settlement Administrator, within twenty (20) business days of the entry of this Order and receipt of payment instructions from the Settlement Administrator, as provided in the Settlement Agreement;

10) Ordering the Settlement Administrator to mail a copy of the Short-Form Notice, approved by this Court, to all Settlement Class Members, via USPS first-class postage prepaid, within twenty (20) days of the entry of this Order;

11) Ordering the Settlement Administrator, as practicable and no later than twenty (20) days of the entry of this Order, to establish a dedicated Settlement Website that shall, *inter alia*, post a Toll-Free Telephone Help Line number, make available for download copies of the Settlement Agreement, the Long-Form Notice and the Claim Form approved by the Court, the FAC, Defendants' Responsive Pleadings, and this Order as entered by the Court, and allow for on-line Claim Form submission during the Claims Period; and

12) Scheduling a Final Approval Hearing and setting a briefing schedule for 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.

Having reviewed and considered the parties' proposed Settlement Agreement and the unopposed Motion for Preliminary Approval of the Class Action Settlement and having heard and considered the oral argument of counsel, the Court makes the findings and grants the relief set forth

below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and conditions set forth in this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, pursuant to California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the Settlement Agreement only, a 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; (b) appoints Plaintiff Suzanne Brown a/k/a Jane Doe as the "Class Representative" of the Settlement Class; and (c) appoints Patrick N. Keegan of Keegan & Baker LLP as "Class Counsel," and finds that Class Counsel will fairly and adequately protect the interests of the Settlement Class.

2. The Court also finds that the requirements of California Rules of Court, Rule 3.769, for preliminary settlement approval have been satisfied, and the Court preliminarily approves the Settlement of the Litigation set forth in the Settlement Agreement as being fair, just, reasonable, and adequate to the Settlement Class and its members, subject to further consideration at the Final Approval Hearing.

3. The Court appoints Kroll Settlement Administration as the Settlement Administrator.

4. Trinity Health is ordered to provide the Settlement Administrator, within ten (10) days of entry of this Order, a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records, as provided in the Settlement Agreement, and, to the extent reasonably available, to provide to the Settlement Administrator any other information requested and/or necessary to identify the names and to ensure that complete mailing addresses for all Settlement Class Members is provided to the Settlement Administrator.

5. Trinity Health is ordered to pay the amounts reasonably necessary to pay for the Notice Program and any other payments then due to the Settlement Administrator, as provided in the Settlement Agreement, within twenty (20) business days of entry of this Order and receipt of payment instructions from the Settlement Administrator.

6. The Court approves, as to form and content, the Short-Form Notice, the Long-Form Notice, and the Claim Form, attached hereto as Exhibits 1, 2 and 3, respectively. The Court finds that the Notice Program, including distribution of the Short-Form Notice, the Long-Form Notice, and the Claim Form and the establishment of a Settlement Website, in the manner set forth in this Order and the Settlement Agreement, is reasonably calculated to apprise the Settlement Class Members of the Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due and sufficient notice to all members of the Settlement Class, complying fully with the requirements of section 382 of the California Code of Civil Procedure, California Rules of Court, Rules 3.766 and 3.769, and any other applicable laws.

7. The Short-Form Notice, in a form substantially similar to the Short-Form Notice attached hereto as Exhibit 1, shall be disseminated via United States Postal Services ("USPS") first class mail by the Settlement Administrator within twenty (20) days of entry of this Order (the "Class Notice Date"). By no later than the Class Notice Date, the Settlement Administrator shall also establish a dedicated Settlement Website, as provided in the Settlement Agreement, that shall, *inter alia*, post a Toll-Free Telephone Help Line number, make available for download a copy of the Settlement Agreement, the Long-Form Notice and the Claim Form approved by the Court, the FAC, Defendants' Responsive Pleadings, and this Order as entered by the Court, and allow for on-line Claim Form submission during the Claims Period. Thereafter, the Settlement Administrator shall maintain and update information on the Settlement Website, as provided in the Settlement Agreement, by, *inter alia*, posting the Motion for Final Approval of Class Action Settlement filed with the Court, any 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, filed with the Court, and the Final Approval Order and Judgment entered by the Court.

8. A hearing (the "Final Approval Hearing") shall be scheduled to be held before this Court on [**TBD**]**, 2025 at** [**TBD**] [**p./a.m.**] in Department 403 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 shall 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.

9. No later than 16 court days prior to the Final Approval Hearing, the Class Counsel, on behalf of the Class Representative, shall file their Motion for Final Approval of Class Action Settlement and their 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. No later than five (5) court days prior to the Final Approval Hearing, the Class Counsel, on behalf of the Class Representative, shall file their Reply Brief in Support of their Motion for Final Approval of Class Action Settlement, if any, and their Reply Brief in Support of their 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, if any, including, but not limited to responding to any timely and valid objections.

10. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, may opt out, i.e. request exclusion, from the Settlement Class at any time during the Opt-Out Period. Each Settlement Class Member wishing to exclude themselves from the Settlement Class must timely submit notice of such intent in writing to the Settlement Administrator by mail by the Opt-Out Deadline, i.e. no later than sixty (60) days after the Class Notice Date. Each Settlement Class Member wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf. No person may request to be excluded from the Settlement Class through a mass or a class opt-outs; mass or a class opt-outs are not permitted. To be valid and effective, an opt out request, i.e. request exclusion, must be in writing and contain 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)." Within seven (7) Days after the Opt-Out Deadline, the Settlement Administrator shall furnish to the Class Counsel and Trinity Health's Counsel with an Opt-Out List of the names of all Settlement Class Members who timely and validly submitted requests to be excluded from the Settlement Class and the Class Counsel shall file the Opt-Out List with the Court for purposes of being attached to the Final Approval Order and Judgment to be entered after the Final Approval Hearing. All Settlement Class Members who timely and validly submitted requests to be excluded from the Settlement Class, referred to as "Opt-Outs," shall 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 or at the Final Approval Hearing. All Settlement Class Members who do not timely and validly submit a 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.

11. Any Settlement Class Member, who does not opt-out, i.e. request exclusion from the Settlement Class, can object to the Settlement or any part of it by submitting a written objection by the Objection Deadline, i.e. no later than sixty (60) days after the Class Notice Date. Unless otherwise ordered by the Court, a written objection to the Settlement must contain the following information to be considered by the Court: (i) the caption *Jane Doe, et al. v. Trinity Health, Corporation, et al.*, Case No. 21CECG01454 (Fresno County Superior Court); (ii) the objector's full name, current address, telephone number, and e-mail address; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes is applicable; (v) full name, current address, telephone number, e-mail address, and State Bar number of all attorneys representing the objector, if any; (vi) a statement as to whether the objector and/or his attorney(s), if any, will appear at the Final Approval Hearing; (vii) a statement identifying all class action settlements objected to by the objector and/or his attorney(s) in the previous five (5) years, if any; and (viii) the objector's

signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. Unless otherwise ordered by the Court, to be timely, a written objection must be: (a) electronically filed with the Court by the Objection Deadline; or (b) mailed USPS first-class postage prepaid to the Clerk of the Court and postmarked no later than the Objection Deadline; and (c) concurrently served Class Counsel and Trinity Health's Counsel via the Court's electronic filing system (if filed electronically) or mailed USPS first-class postage prepaid (if mailed to the Clerk of Court) at the addresses set forth below for Class Counsel and Trinity Health's Counsel. The submission of any objection will not extend the Opt-Out Deadline for any objecting Settlement Class Member.

12. Unless otherwise ordered by the Court, all Settlement Class Members who do not make an objection by the Opt-Out Deadline and manner provided herein shall be deemed to have waived any objection and forever shall be foreclosed form making any objection, and shall be bound by the final determination of the Court regarding the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, adequacy of the Notice Program, the 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/or entry of the Judgment.

13. Service of all papers on Class Counsel and Trinity Health's Counsel shall be made as follows:

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

14. The Court retains continuing and exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

15. Pending a final determination of whether the Settlement should be approved at the Final Approval Hearing, neither Plaintiff nor any person falling within the definition of the

Settlement Class may either directly, representatively, or in any other capacity, commence or prosecute against Defendants in any action or proceeding in any court or tribunal asserting any of the claims alleged in the Litigation filed herein.

16. In the event that the proposed Settlement is not approved by the Court at the Final Approval Hearing, this Order shall be treated as vacated *nunc pro tunc*.

17. The Court may, for good cause, issue an order modifying or extending any of the deadlines and/or dates set forth in this Order without further mailed notice to the Class, including the date of the Final Approval Hearing. Upon receipt, Class Counsel shall serve a copy of any subsequently issued order issued by the Court modifying or extending any of the deadlines and/or dates set forth in this Order on the Settlement Administrator, and the Settlement Administrator shall post a copy of any such subsequently issued order issued by the Court on the Settlement Website, within five (5) days of service. At or after the Final Approval Hearing, the Court may approve the Settlement, with such modifications as may be agreed to by Class Counsel and Trinity Health's Counsel to the Settlement Agreement, if appropriate, without further notice to the Settlement Class.

18. After entry of this Order, this Litigation shall proceed pursuant to the following schedule, unless modified or extended by subsequent order of the Court:

Event	**Timing**	**Deadline Date**
Last day for Trinity Health to provide the list of Settlement Class Members to the Settlement Administrator	10 days after entry of this Order	[TBD]
Last day for Settlement Administrator to mail the Short-Form Notice to Settlement Class Members and establish the Settlement Website	20 days after entry of this Order	[TBD] (the Class Notice Date)
Last day for Trinity Health to pay the costs of the Notice Program, as a portion of the Settlement Fund, to the Settlement Administrator	20 business days after entry of this Order and receipt of payment instructions	[TBD]
Last day for Settlement Class Members to timely submit an opt out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator (by mail or on the Settlement Website)	60 days after the Class Notice Date (the Opt-Out Deadline) (postmarked if by mail or received if by the Settlement Website)	[TBD] (the Opt-Out Deadline)
Last day for Settlement Class Members to timely file an objection to settlement with the Court and to serve an objection on the Class Counsel and Trinity Health's Counsel	60 days after the Class Notice Date (the Objection Deadline)	[TBD] (the Objection Deadline)

Last day for Settlement Class Members to submit a Claim Form to the Settlement Administrator (by mail or on the Settlement Website)	90 days after the Class Notice Date (the Claims Deadline) (postmarked if by mail or received if by the Settlement Website)	[TBD] (the Claims Deadline)
Last day for Class Counsel to file a Motion for Final Approval of Class Action Settlement and a 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, as provided for in the Settlement Agreement	≥16 Court days before Final Approval Hearing	[TBD]
Final Approval Hearing (for 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 Proposed Service Award, and Settlement Administrator's Notice and Claims Administration Costs)	≥16 Court days after filing of motion papers	[TBD]
Last day for Trinity Health to fund, i.e. pay, the Settlement Fund, less any amount previously paid for the Notice Program, to the Settlement Administrator	10 business days after the Effective Date (the Funding Date) and receipt of payment instructions and amounts owing	[TBD] (the Funding Date)

IT IS SO ORDERED.

_____

HON. JONATHAN SKILES
JUDGE OF THE SUPERIOR COURT

Exhibit 5

Patrick N. Keegan, Esq. (SBN 167698)
pkeegan@keeganbaker.com
KEEGAN & BAKER, LLP
2292 Faraday Avenue, Suite 100
Carlsbad, CA 92008
Tel: (760) 929-9303
Fax: (760) 929-9260

Attorneys for Plaintiff and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

JANE DOE, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

TRINITY HEALTH CORPORATION; VALLEY SURGICAL SPECIALISTS MEDICAL GROUP, INC.; DANIEL EVAN SWARTZ, MD; RAME DEME IBERDEMAJ, MD; and DOE DEFENDANTS 4-100,

Defendants.

Case No.: 21CECG01454

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

Date: [TBD]
Time: [TBD] [a./p.m.]
Dept.: 403
Judge: Hon. Jonathan Skiles

EXHIBIT 5

Before the Court is the Motion for Final Approval of the Class Action Settlement between Plaintiff Jane Doe ("Plaintiff" or "Proposed Class Representative"), individually and on behalf of the Settlement Class Members (as defined below); and Defendants Trinity Health Corporation ("Trinity Health"), Valley Surgical Specialists Medical Group, Inc., Daniel Evan Swartz, MD, and Rame Deme Iberdemaj (collectively, "Defendants", and together with the Plaintiff, the "Parties"), in the above-referenced action (the "Litigation") on behalf of a 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 "Settlement Class"). The parties to the Settlement respectively request that the Court enter an order finding:

1) The Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class;
2) Granting final approval of the Settlement and entering the Judgment, as provided for in the Settlement Agreement;
3) Granting the requests for payment of Class Counsel's Fee Award, Costs and Expenses and Class Representative's Incentive Award from the Settlement Fund, as provided for in the Settlement Agreement; and
4) Denying any objections as being without merit and/or frivolous.

Having reviewed and considered the parties' Settlement Agreement[1] and the Motion for Final Approval of the Class Action Settlement and the Motion for Approval of Class Counsel's Fee

[1] Unless otherwise defined herein, all terms have the same meaning as defined in the Settlement Agreement, which was submitted to the Court as Exhibit A to the Declaration of Patrick N. Keegan filed in support of Plaintiffs' Motion for Preliminary Approval.

EXHIBIT 5

Award, Costs, and Expenses, and having heard and considered the oral argument of counsel with respect to the Motions, and GOOD CAUSE APPEARING, the Court FINDS as follows:

1. WHEREAS, Plaintiff and Trinity Health fully executed the Settlement Agreement on [INSERT DATE];

2. WHEREAS, on [INSERT DATE], the Court entered the Preliminary Approval Order that, among other things:

a) Preliminarily approved the settlement terms set forth in the Settlement Agreement as fair, reasonable, adequate, and the product of adequate investigation hard-fought litigation, and arm's-length negotiation, falling within the range of possible final approval, and as meriting submission to the proposed Settlement Class set forth in the Settlement Agreement for its consideration;

b) Appointed Plaintiff Suzanne Brown, pseudonymously known as Jane Doe as the "Class Representative" of the Settlement Class; and Patrick N. Keegan of Keegan & Baker LLP, as Class Counsel ("Class Counsel");

c) Appointed Kroll Settlement Administration as the Settlement Administrator;

d) Ordered Trinity Health to provide the Settlement Administrator, within ten (10) days of entry of the Preliminary Approval Order, a list of the names and complete California mailing addresses of the entire Settlement Class in an electronic Excel spreadsheet as reflected in Trinity Health's records, as provided in the Settlement Agreement, and, to the extent reasonably available, to provide to the Settlement Administrator any other information requested and/or necessary to identify the names and to ensure that complete mailing addresses for all Settlement Class Members is provided to the Settlement Administrator;

e) Ordered Trinity Health to pay the amounts reasonably necessary to pay for the Notice Program and any other payments then due to the Settlement Administrator, within twenty (20) business days of entry of the Preliminary Approval Order and receipt of payment instructions from the Settlement Administrator;

f) Ordered the Settlement Administrator to mail a copy of the Short-Form Notice via United States Postal Services ("USPS") first class mail within twenty (20) days of entry of the Preliminary Approval Order (the "Class Notice Date") and to establish a dedicated Settlement Website, in the manner set forth in the Settlement Agreement, by no later than the Class Notice Date. The Court found the Notice Plan set forth and described in the Settlement Agreement and the Preliminary Approval Order as the best notice practicable under the circumstances, constituting

due and sufficient notice to the Settlement Class of the proposed Settlement as set forth in the Settlement Agreement and the Final Approval Hearing, and complying fully with the requirements of the California Rules of Court, the California Code of Civil Procedure, and any other applicable law;

g) Set deadlines, as stated in the Short-Form Notice, the Long-Form Notice and the Settlement Website, for Settlement Class Members to submit a Claim Form, an opt-out or request for exclusion, and/or objections;

h) Scheduled a Final Approval Hearing to be held before this Court on [**TBD**], **2025 at** [**TBD**] [**p./a.m.**] in Department 403 of this Court, located at located at the B.F. Sisk Court, 1130 O Street, Fresno, California 93724;

3. WHEREAS, the Notice Plan and ordered by the Court in its Preliminary Approval Order has been provided to the Settlement Class, as attested to in the Declaration of [INSERT NAME of Settlement Administrator employee], which was filed with the Court on [INSERT DATE];

5. WHEREAS, Class Counsel has provided the Court with declarations, and oral and written evidence, explaining to the Court the nature and magnitude of the claims in question, the defenses to those claims, the nature of the investigation that had been conducted to determine the number of Settlement Class Members, the information obtained through discovery and independent research by Class Counsel that may affect the Plaintiff's claims, the factors that were considered in formulating the potential recovery for purposes of the Settlement Agreement, the basis for structuring the settlement benefits, and the basis for concluding that the consideration being paid for the release of those respective claims represents a reasonable compromise;

6. WHEREAS on [INSERT DATE], a Final Approval Hearing was held regarding whether the settlement terms set forth in the Settlement Agreement were fair, reasonable, and adequate, and in the best interests of the Class, such hearing date being a due and appropriate number of days after dissemination of the Class Notice to the Class and requisite number of days after such notice;

7. WHEREAS, the Court has given considerable weight to the involvement of a neutral mediator in assuring the Court that the Settlement Agreement represents an arm's-length transaction entered without self-dealing or other potential misconduct;

8. WHEREAS, the Court has an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation and is independently satisfied that the

consideration being received for the release of the Class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation, and that the Settlement Agreement, and the process leading to entry of the agreement, was not collusive.

NOW THREFORE, having reviewed and considered the submissions presented with respect to the terms set forth in the Settlement Agreement and the records in these proceedings, having heard and considered the evidence presented by the parties and the arguments of counsel, having determined that the terms set forth in the Settlement Agreement are fair, reasonable adequate, and in the best interests of the Class, and GOOD CAUSE APPEARING HEREFOR, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Court hereby incorporates by reference all definitions set forth in the Settlement Agreement, as if those were defined herein, except where otherwise defined.

2. This Court has jurisdiction over the subject matter of the above-captioned Litigation and over all Parties to the Litigation, including all members of the Settlement Class.

3. The Notice Plan, including the form, content, and method of dissemination of the Short-Form Notice sent to all Settlement Class via USPS first class mail postage prepaid and the Long-Form Notice via publication on the Settlement Website, was adequate and reasonable, and constituted the best notice practicable under the circumstances. The dissemination of the Short-Form Notice sent to all Settlement Class via USPS first class mail postage prepaid and the Long-Form Notice via publication on the Settlement Website, as given, provided valid, due and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Settlement Class Members entitled to such notice, and said notice fully satisfied the requirements of California Rules of Court, Rule 3.766(e) and (f), and due process.

4. Pursuant to the Court's Preliminary Approval Order, for the purposes of the settling the Released Claims alleged against Defendants in accordance with the Settlement Agreement, the Settlement Class is defined as follows for the purposes of this Order: "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 "Settlement Class").

5. [INSERT#] persons have timely submit an opt-out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator by the Opt-Out Deadline, as attested to in the Declaration of [INSERT NAME of Settlement Administrator employee], which was filed with the Court on [INSERT DATE].

6. The Class Representative and Class Counsel fairly and adequately represented the interests of all Settlement Class Members in connection with Settlement terms set forth in the Settlement Agreement.

7. Having considered the motion and arguments submitted for approval of the Settlement and any objections to the terms set forth in the Settlement Agreement, and having found them to either to be mooted or not supported by credible evidence, the Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests of the Settlement Class, and is hereby approved.

8. Upon entry of this Order, compensation to the Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

9. Class Representative and Defendants shall consummate the Settlement as provided by the terms of the Settlement Agreement. The Settlement Agreement, including each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth in this Order and shall have the full force and effect of an order of this Court, except as may be otherwise explicitly stated by this Order.

10. Trinity Health is ordered to fund, i.e. pay, the Settlement Fund (less any amounts previously advanced for administration)to the Settlement Administrator, as provided in the Settlement Agreement, within twenty (20) business days of the Effective Date (the Funding Date) and receipt of a W-9 from Class Counsel and Class Representative, respectively.

11. As provided in the Settlement Agreement, Settlement Class Members who failed to timely submit an opt-out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator by the Opt-Out Deadline release Defendants and Released Parties from 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 Proposed 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. This Settlement Agreement does not affect the rights of Settlement Class Members who timely and properly made an opt-out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator.

12. Upon issuance of this Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have been found to have timely and validly made an opt-out request, i.e. request exclusion from the Settlement Class, to the Settlement Administrator; (ii) Defendants and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members related to the Litigation except as set forth herein; and (iii) Settlement Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendants and Released Parties.

13. Having considered the motion and arguments submitted for approval of the payment of Class Representative's Service Award, and in recognition of the Class Representative's efforts on behalf of the Settlement Class and having considered any objections thereto, the Court hereby approves Class Representative's and Class Counsel's request for the payment of Class Representative's Service Award in the amount of $[INSERT] to Plaintiff, which is in addition to any recovery that Class Representative may receive under the Settlement. The Service Award shall be distributed by the Settlement Administrator as provided in the Settlement Agreement.

14. Having considered the motion and arguments submitted for approval of the payment of Class Counsel's Fee Award, Costs, and Expenses, and having considered any objections thereto, the Court finds as reasonable and approves Class Representative's and Class Counsel's request for the payment of Class Counsel's Fee Award, Costs, and Expenses in the sum of $[INSERT], including $[INSERT] for attorney's fees and $[INSERT] for litigation costs and expenses. The Fee Award, Costs, and Expenses shall be distributed by the Settlement Administrator as provided in the Settlement Agreement.

16. Having considered the motion for approval of the proposed Non-Profit Residual Recipient[s], the Court approves the proposed Non-Profit Residual Recipient[s], [INSERT NAME],

with the directive that any funds allocated to the Non-Profit Residual Recipient[s] be distributed from the Settlement Fund as provided in the Settlement Agreement.

17. This Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

18. Notwithstanding the entry of this Judgment, this Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

19. The Court directs the Clerk to enter Judgment as provided herein.

IT IS SO ORDERED.

_____

HON. JONATHAN SKILES
JUDGE OF THE SUPERIOR COURT

ClassAction.org