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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Timothy Head, *et al.*, Plaintiffs, v. Regal Medical Group, Inc., *et al.*, Defendants.	**CLASS ACTION** **Case No. 23STCV02939** **AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE** Assigned for All Purposes to: Hon. Timothy P. Dillon; Dept. 15

This Amended Class Action Settlement Agreement and Release, dated July 8, 2025, is made and entered into by and among the Class Representatives Timothy Head; Jose Contreras; Bryant Nellum; Richard Kontas; Diana Skaggs; Ideh Horri Farahani; and Lequeint Cole,[1] individually and on behalf of the Settlement Class, and Defendants Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific

[1] Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Section IV.A herein entitled "Definitions."

Family Hospice; and Valley's Best Hospice, Inc. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle all Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

I. BACKGROUND

WHEREAS, Defendant Heritage Provider Network, Inc. ("Heritage") is a California corporation based in Marina Del Rey, California. Heritage and other affiliated Defendants operate as one of the nation's largest physician-owned and -operated integrated healthcare networks. In the course of operating their business, Defendants maintain personally identifiable information ("PII") and protected health information ("PHI") pertaining to certain of their members and patients. Such information is collectively described as "Private Information" in this Settlement Agreement.

WHEREAS, Heritage arranges to provide certain medical services for Plaintiffs and Proposed Settlement Class Members through Heritage's affiliates, including Defendant Regal Medical Group, Inc. ("Regal"). Plaintiffs allege that, on or around December 8, 2022, Defendants discovered that (between December 1, 2022 and December 2, 2022) the PII and PHI of approximately 3.4 million patients had been accessed by an unauthorized threat actor ("Data Breach"). Plaintiffs allege that the potentially affected Private Information included names, Social Security Numbers (for certain, but not all, potentially impacted individuals), addresses, dates of birth, diagnosis and treatment information, laboratory test results, prescription data, radiology reports, health plan member numbers and phone numbers. Plaintiffs further allege that Private Information of Proposed Settlement Class Members was stolen, accessed, viewed, used and acquired by, and disclosed to, unauthorized parties, that information concerning the Data Breach has appeared, and will continue to appear, publicly, including on the internet and the dark web, and that Proposed Settlement Class Members have experienced and will continue to experience injury, harm, damages, and losses as a result.

WHEREAS, on or about February 2, 2023, Defendants began sending Plaintiffs and Proposed Settlement Class Members a letter entitled "Notice of Data Breach", which explained that their Private Information may have been impacted by the Data Breach.

WHEREAS, on February 9, 2023, Plaintiff Timothy Head filed the first complaint in this action. Thereafter, more than twenty-five (25) additional cases were filed against Defendants in this Court, all of which were deemed related within the meaning of Cal. Rules of Court, Rule 3.300(a) (collectively, the "Related Actions", as further defined below).

WHEREAS, the Court subsequently designated *Head v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939 ("*Head* Action") as the lead case and stayed all remaining Related Actions. In doing so, the previously filed stipulation to consolidate was deemed moot.

WHEREAS, on August 4, 2023, Plaintiff Timothy Head, along with Plaintiffs Jose Contreras, Bryant Nellum, Richard Kontas, and Diana Skaggs filed a First Amended Class Action Complaint ("FACAC").

WHEREAS, on May 20, 2024, following briefing and oral argument on Defendants' Demurrer to the FACAC, the Court issued a 61-page Order sustaining, in part, and overruling, in part, Defendants' Demurrer.

WHEREAS, Defendants thereafter sought a writ of mandate to the 61-page Order, on which the California Court of Appeal requested supplemental briefing but ultimately denied on October 31, 2024.

WHEREAS, on June 28, 2024, the Court entered Case Management Order No. 2, which appointed Scott Edward Cole of Cole & Van Note, Daniel S. Robinson of Robinson Calcagnie, Inc., and Jean Martin of Morgan & Morgan Complex Litigation Group as Lead Action Plaintiffs' Counsel.

WHEREAS, on July 3, 2024, Plaintiffs filed a Second Amended Class Action Complaint, and on October 21, 2024, Plaintiffs filed the operative Third Amended Class Action Complaint ("TACAC").

WHEREAS, on November 20, 2024, Defendants filed a Demurrer to the TACAC, which the Parties had fully briefed and was set to be heard on March 12, 2025, before the hearing was continued to July 30, 2025.

WHEREAS, the Parties engaged in substantial formal and informal discovery and case management efforts. At all times, counsel, all of whom are highly experienced class action and data breach litigators, worked cooperatively, but at arm's-length, to conduct this litigation in an efficient and non-duplicative manner. While these efforts were occasionally highly contentious, all counsel advocated aggressively, but professionally, to keep costs and efforts reasonable to the tasks at hand.

WHEREAS, throughout the litigation, the Parties discussed potential resolution, which included three separate, in-person mediation sessions. Before each session, the Parties exchanged extensive mediation briefs and pre-mediation discovery, including Defendants' provision of discovery for settlement purposes to Plaintiffs and Class Counsel, outlining their positions with respect to liability, damages and other issues.

WHEREAS, the first two mediations occurred on March 12, 2024 and July 25, 2024, and were facilitated by mediator Hon. Jay C. Gandhi (Ret.) of JAMS, a well-respected and experienced mediator. Although the case did not resolve at those sessions, each time Class Counsel arrived at an even greater understanding of the facts and the strength of the Parties' respective positions, which enabled Plaintiffs and Class Counsel to make an informed decision about the fairness and adequacy of the Settlement.

WHEREAS, on March 10, 2025, the Parties participated in a third mediation with mediator Jill Sperber, Esq., of Judicate West, also a well-respected and experienced mediator. After rigorous arm's-length negotiations through Ms. Sperber, the Parties ultimately agreed on a settlement in principle.

WHEREAS, since the Parties reached a settlement in principle, the Parties have engaged in additional confirmatory discovery and ultimately agreed to the terms of the Settlement Agreement.

WHEREAS, on July 8, 2025, the Parties entered into the initial Class Action Settlement Agreement and Release, and Plaintiffs moved for preliminary approval of that Settlement Agreement.

WHEREAS, on July 30, 2025, the Parties attended the hearing on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, in which the Court indicated its intent to preliminarily approve the Settlement, subject to the Parties filing an Amended Class Action

Settlement Agreement addressing two issues raised by the Court.

WHEREAS, on July 30, 2025, the Parties addressed the issues identified by the Court, and subsequently entered into this Amended Class Action Settlement Agreement.

WHEREAS, pursuant to the terms set forth below, this Settlement Agreement resolves all claims, actions, and proceedings asserted, or that could be asserted against Defendants and the other Released Parties, arising out of or related in any way to the alleged Data Breach, by or on behalf of members of the Settlement Class herein defined.

II. PLAINTIFFS' CLAIMS AND BENEFITS OF THE SETTLEMENT

WHEREAS, Plaintiffs and Class Counsel have conducted a thorough examination of the law and facts relating to the matters at issue in the Action regarding Plaintiffs' claims and Defendants' potential defenses, including by conducting significant confirmatory discovery, and assessing the merits of Plaintiffs' expected arguments in a motion for class certification.

WHEREAS, based on an analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the delay, burden, and expense of such continued litigation, including the risks and uncertainties associated with class certification, a protracted trial and appeal(s), as well as the benefits of a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits and protections as expediently as possible. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation.

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

WHEREAS, Defendants have denied and continue to deny Plaintiffs' claims and allegations, but have concluded that this Settlement Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the Released Claims of the Releasing Parties.

III. FOR SETTLEMENT PURPOSES ONLY

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

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, and Defendants that, subject to Court approval, the Action and the Released Claims of the Releasing Parties shall be finally and fully compromised, settled, and released, and a Final Approval Order and Judgment shall be entered subject to the following terms and conditions of this Settlement Agreement.

A. Definitions

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below. Unless the context of this Settlement Agreement clearly requires otherwise, references to the plural shall include the singular, references to the singular include the plural, and the terms "include", "includes" and "including" are not limiting.

1. "***Action***" means the lawsuit entitled *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV2939, filed in the Superior Court of the State of California, County of Los Angeles, in connection with the Data Breach.

2. "***Administrative Expenses***" means all of the reasonable expenses incurred or paid by the Settlement Administrator in the administration of this Settlement, including all Notice Expenses and all expenses incurred in connection with locating Proposed Settlement Class Members, determining the eligibility of any Person to be a Settlement Class Member, administrating and processing Settlement Class Member claims and Claim Forms, and

administering, allocating, calculating, distributing, disbursing and/or providing the Monetary Settlement Benefits, Residual Monetary Payments, and Identity Theft Monitoring Services to Participating Settlement Class Members. Administrative Expenses also include all Taxes and all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement. For the avoidance of doubt, Administrative Expenses do not include Litigation Costs. If appointed by the Court, Simpluris, whom the Parties agree to recommend as Settlement Administrator as set forth in Paragraph 50 below, has agreed to cap the cost for administration at $2,450,000 regardless of the claims rate. If the reminder notice is triggered pursuant to Paragraph 96(e), then Simpluris has agreed to cap the cost for administration at $4,210,804.83 to account for the increased costs of a reminder notice.

3. "***Approved Claim***" means a claim evidenced by a Claim Form that (i) is submitted by a Settlement Class Member, (ii) is timely and otherwise submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement, (iii) is physically signed or electronically verified by the submitting Settlement Class Member, (iv) satisfies the conditions of eligibility for Monetary Settlement Benefits and Identity Theft Monitoring Services as set forth in this Settlement Agreement, and (v) has been approved by the Settlement Administrator.

4. "***Awards, Costs, and Expenses***" refers to the Service Awards and the Fee Award and Costs, as approved by the Court, as well as all Administrative Expenses.

5. "***Claimant***" means a Settlement Class Member who submits a Claim Form.

6. "***Claim Form***" means the form attached hereto as **Exhibit 1**, as approved by the Court. The Claim Form must be submitted physically (via U.S. mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for Monetary Settlement Benefits and Identity Theft Monitoring Services pursuant to the terms and conditions of this Settlement Agreement. The Claim Form shall be available for download from the Settlement Website and may be completed electronically on the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

7. "***Claims Deadline***" means the date by which all Claim Forms must be received to

be considered timely and shall be set as the date one hundred and five (105) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court's Preliminary Approval Order. In order to provide additional time for Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c, the Parties have extended the Claims Deadline for all Settlement Class Members to a one hundred and five (105) day deadline, an additional fifteen (15) days from a ninety (90) day deadline.

8. "***Claims Period***" means the period of time during which Settlement Class Members may submit Claim Forms to receive Monetary Settlement Benefits and/or Identity Theft Monitoring Services, and shall commence on the Notice Date and shall end on the date one hundred and five (105) days thereafter, as provided in Paragraph 7 above.

9. "***Class Counsel***" and "***Lead Action Plaintiffs' Counsel***" mean attorneys Scott Edward Cole of Cole & Van Note, Daniel S. Robinson of Robinson Calcagnie, Inc. and Jean Martin of Morgan & Morgan Complex Litigation Group, who were appointed by the Court as Lead Action Plaintiffs' Counsel.

10. "***Class Representatives***" and "***Plaintiffs***" mean Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole.

11. "***Complaint***" means the operative Third Amended Class Action Complaint filed in the Action on October 21, 2024.

12. "***Court***" means the Superior Court of the State of California, County of Los Angeles, Complex Civil, and the Judge(s) assigned to the Action.

13. "***Data Breach***" refers to the data breach, announced by Defendants on or around February 2023, that is the subject of (i) the Action, and (ii) the claims and allegations in the Complaint, whereby unauthorized parties potentially accessed Proposed Settlement Class Members' Private Information.

14. "***Defendants***" means Defendants Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group,

Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc.

15. "***Defendants' Counsel***" means Cravath, Swaine & Moore LLP and Nixon Peabody LLP.

16. "***Documented Time***" refers to time actually spent by a Settlement Class Member supported by Reasonable Documentation for attempting to remedy or remedying issues fairly traceable to the Data Breach (including time spent addressing any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number) incurred on or after December 1, 2022.

17. "***Effective Date***" means one (1) business day following the date by when both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Settlement Class Member objects to the Settlement, the day the Court enters Judgment, (ii) if one or more Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

18. "***Fee Award and Costs***" means the amount of attorneys' fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

19. "***Final Approval Order and Judgment***" means the order ("Order Granting Final Approval") and judgment ("Judgment") the Court enters after the Final Fairness Hearing, which finally approves the Settlement Agreement without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment, which are attached hereto as **Exhibit 2** and **Exhibit 6**, respectively. Consistent with California Rules of Court, Rule 3.769(h), the proposed Final Approval Order and Judgment include a provision for the retention of the Court's jurisdiction

over the Parties and the Settlement so as to enforce the terms of the Final Approval Order and Judgment and will not result in the entry of an order dismissing the Action at the same time as, or after, entry of Judgment.

20. "***Final Fairness Hearing***" or "***Fairness Hearing***" mean the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to California Rules of Court, Rule 3.769, and whether to issue the Final Approval Order and Judgment. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of California Rules of Court, Rule 3.769.

21. "***Fraud/Out-of-Pocket Costs***" means out-of-pocket costs or expenditures supported by Reasonable Documentation that a Settlement Class Member actually incurred, including unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Data Breach and incurred on or after December 1, 2022.

22. "***Identity Theft Monitoring Services***" means the identity theft monitoring services to be provided to Participating Settlement Class Members by CyEx, as further set forth in Paragraph 80.a of this Settlement Agreement.

23. "***Litigation Costs***" means costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, including such costs and expenses incurred in effectuating and supporting the administration and approval of the Settlement.

24. "***Long Form Notice***" means the long form notice of settlement, substantially in the form attached hereto as **Exhibit 3**.

25. "***Monetary Payment***" refers to the payment that will be made to each Participating Settlement Class Member for the alleged damages they suffered as a result of allegedly having their Private Information involved in the Data Breach, which includes damages claimed under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), and

the California Consumer Privacy Act, Civ. Code § 1798.150, *et seq*. ("CCPA").

26. "***Monetary Settlement Benefits***" refers to Monetary Payments, Fraud/Out-of-Pocket Costs Payments, and Documented Time Payments.

27. "***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) Awards, Costs, and Expenses, and (ii) Identity Theft Monitoring Services, including the expenses associated with procuring such services.

28. "***Non-Participating Settlement Class Member***" refers to all Persons in the Settlement Class who either do not submit a Claim Form or who submit a Claim Form that is not approved by the Settlement Administrator. For the avoidance of doubt, Non-Participating Settlement Class Members do not include Persons with a Valid Request for Exclusion.

29. "***Non-Profit Residual Recipient***" means Privacy Rights Clearinghouse, a 26 U.S.C. § 501(c)(3) non-profit organization.

30. "***Notice Date***" means the date upon which the Settlement Class Notice is first disseminated to the Proposed Settlement Class, which shall be within thirty (30) days after Defendants' transmission of the Settlement Class Lists to the Settlement Administrator.

31. "***Notice Expenses***" means all reasonable costs and expenses incurred by the Settlement Administrator in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, hosting on the Internet, and publishing the Settlement Class Notice, identifying members of the Proposed Settlement Class, and informing them of the Settlement, and (ii) any other reasonable and necessary Notice and Notice-related costs and expenses incurred by the Settlement Administrator.

32. "***Notice Plan***" means the plan described in this Settlement Agreement for disseminating Notice to the Proposed Settlement Class Members of the terms of this Settlement Agreement and of the Fairness Hearing.

33. "***Objection Deadline***" means the date by which Settlement Class Members must file and postmark all required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application or motion for (i) the Fee Award and

Costs, or (ii) the Service Awards, which shall be seventy-five (75) days following the Notice Date. In order to provide additional time for Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c, the Parties have extended the Objection Deadline for all Settlement Class Members to a seventy-five (75) day deadline, an additional fifteen (15) days from a sixty (60) day deadline.

34. "***Opt-Out Period***" means the period in which a Proposed Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire seventy-five (75) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice. In order to provide additional time for Proposed Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c, the Parties have extended the Opt-Out Period for all Proposed Settlement Class Members to a seventy-five (75) day deadline, an additional fifteen (15) days from a sixty (60) day deadline.

35. "***Participating Settlement Class Member***" means a Settlement Class Member with an Approved Claim for Monetary Settlement Benefits or Identity Theft Monitoring Services.

36. "***Parties***" means, collectively, the Class Representatives, on behalf of themselves and the other members of the Settlement Class, and Defendants.

37. "***Person***" means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors, and assigns.

38. "***Plaintiffs' Counsel***" means Class Counsel and counsel representing Plaintiffs or Settlement Class Members who incurred compensable time or expenses that advanced the litigation, as determined by Lead Action Plaintiffs' Counsel, consistent with Exhibit 1 to Case Management Order No. 2, entered by the Court on June 28, 2024.

39. "***Proposed Settlement Class***" means and includes the approximately three million, four hundred and thirteen thousand (3,413,000) Persons who are identified on the Settlement Class Lists, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach.

40. "***Proposed Settlement Class Member***" means a Person who falls within the

definition of the Proposed Settlement Class.

41. "***Preliminary Approval Order***" means the Court's order preliminarily approving the Settlement without material modifications to the proposed Preliminary Approval Order (attached to this Settlement Agreement as **Exhibit 4**) or this Settlement Agreement that are unacceptable to the Parties.

42. "***Reasonable Documentation***" means reasonable supporting documentation submitted by a Claimant supporting a claim for Fraud/Out-of-Pocket Costs and/or Documented Time, including credit card statements, bank statements, invoices, telephone records, and receipts. Fraud/Out-of-Pocket Costs and Documented Time cannot be documented solely by a personal certification or attestation under penalty of perjury from the Claimant.

43. "***Related Actions***" means Case Nos.: 23STCV03019; 23STCV03077; 23STCV03370; 23STCV03453; 23STCV06995; 23STCV02952; 23STCV03107; 23STCV03136; 23STCV03164; 23STCV03196; 23STCV03207; 23STCV03316; 23STCV03393; 23STCV03464; 23STCV03643; 23STCV04029; 23STCV04116; 23STCV04430; 23STCV05238; 23STCV05378; 23STCV05631; 23STCV03970; 23STCV04405; 23STCV05664; 23STCV07456; 23STCV12238; and 23STLC06191, filed in the Superior Court of the State of California, County of Los Angeles, and any other cases, other than the Action, filed against Defendants or Released Parties in connection with the Data Breach.

44. "***Released Claims***" means, to the fullest extent permitted by law, all claims and causes of action, whether accrued or unaccrued, including causes of action in law, claims in equity, complaints, suits and petitions, and allegations of wrongdoing, demands for legal, equitable and administrative relief (including claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle, breach of the duty to indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, and expenses), regardless of whether the claims and causes of action are based on federal, state, local, or foreign law, statute, ordinance, regulation, contract, or common law, or another source, that the Releasing Parties had, have, or may have in the future (including

assigned claims) that were, have been, or reasonably could have been asserted in the Action, or that were, have been, reasonably could have been, or may in the future be asserted in another action or proceeding before any court, arbitrator(s), tribunal, administrative body or other forum (including any federal, state, local, or foreign regulatory body), based on, by reason of, in connection with, or that are reasonably related to the allegations—including the transactions, facts, matters, occurrences, representations, and omissions—set forth or referred to in the Complaint.

45. "***Released Parties***" includes Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future owners, officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel.

46. "***Releasing Parties***" means (i) Plaintiffs, (ii) all Persons in the Settlement Class, including Participating Settlement Class Members and Non-Participating Settlement Class Members, and (iii) each of the respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees, or affiliates of such Plaintiffs and Persons.

47. "***Request for Exclusion***" is the written communication by or on behalf of a single Proposed Settlement Class Member in which the Proposed Settlement Class Member requests to be excluded from the Settlement Class.

48. "***Residual Monetary Payment***" refers to any payment or payments in equal amounts sent to Participating Settlement Class Members in the event the balance in the Net Settlement Fund one hundred and fifty (150) days after the distribution of Monetary Payments is sufficient to permit payments in equal amounts of at least three dollars and zero cents ($3.00) to each Participating Settlement Class Member, as further provided in Paragraph 90 below.

49. "***Service Awards***" means the remuneration ordered by the Court to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, as set forth in Paragraph 110 below.

50. "***Settlement Administrator***" means the qualified third-party administrator and agent

agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Parties agree to recommend that the Court appoint Simpluris as Settlement Administrator to consult on, and implement the Notice and related requirements of this Settlement Agreement, including the Settlement Website, the submission and review of Claim Forms, the calculation and distribution of the Monetary Settlement Benefits and any Residual Monetary Payments, and the provision of Identity Theft Monitoring Services, subject to the Court's approval. If appointed by the Court, Simpluris will provide a attestation to be filed with the motion for preliminary approval, which identifies its qualifications and experience to serve as the Settlement Administrator in this case, as well as the procedures it has in place to protect the security of the class data and that it has adequate insurance in the event of a data breach or defalcation of funds.

51. "***Settlement Agreement***" or "***Settlement***" mean this Amended Class Action Settlement Agreement and Release and Exhibits 1 to 6 hereto.

52. "***Settlement Benefits***" means the total value of benefits the Settlement Class receives as set forth in this Settlement Agreement, including the total value of Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, Awards, Costs, and Expenses, and Business Practices Changes. With the sole exception of the Business Practices Changes, all Settlement Benefits shall be paid exclusively from the Settlement Fund.

53. "***Settlement Class***" means and includes the approximately three million, four hundred and thirteen thousand (3,413,000) persons who are identified on the Settlement Class Lists, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach. Excluded from the Settlement Class are (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

54. "***Settlement Class Lists***" means the lists generated by Defendants containing the last

known name, mailing address, and email address (where available) for all Persons that fall under the definition of the Proposed Settlement Class, which Defendants will transmit to the Settlement Administrator within seven (7) days after the Preliminary Approval Order. The Settlement Class Lists will be updated by the Settlement Administrator prior to the Notice Date by use of the National Change of Address Registry.

55. "***Settlement Class Member***" means a Person who falls within the definition of the Settlement Class.

56. "***Settlement Class Notice***" or "***Notice***" means the form of Court-approved notice of this Settlement Agreement that is disseminated to the Proposed Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.

57. "***Settlement Fund***" means the sum of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) as specified in Paragraph 70 of this Settlement Agreement, including any interest accrued thereon after payment.

58. "***Settlement Payment***" means a payment of Monetary Settlement Benefits or a Residual Monetary Payment made to a Participating Settlement Class Member.

59. "***Settlement Website***" means the Internet website, with the following URL address, to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms: www.RegalMedicalSettlement.com.

60. "***Summary Notice***" means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit 5**.

61. "***Taxes***" means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties, excluding any taxes associated with attorneys' fees or reimbursement of Litigation Costs) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including any taxes that may be imposed upon Defendants or Defendants' counsel with respect to any income

or gains earned by or in respect of the Settlement Fund for any period during which such income or gains are held in the Settlement Fund, (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any, and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including expenses of tax attorneys and accountants).

62. "***Valid Request for Exclusion***" means a Request for Exclusion determined by the Settlement Administrator (i) to have been submitted by or on behalf of a single Proposed Settlement Class Member and postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period, and (ii) to include (A) the case name *Head v. Regal Medical Group*, Case No. 23STCV2939, (B) the Proposed Settlement Class Member's full name, current mailing address, telephone number, and email address, (C) a statement that the Proposed Settlement Class Member wants to be excluded from the Settlement in the Action, and (D) the Proposed Settlement Class Member's signature.

B. Required Events and Cooperation by Parties

63. Preliminary Approval. Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit 4**.

64. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Settlement Agreement on the schedule set by the Court, subject to the terms of this Settlement Agreement.

65. Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should the Settlement not receive final approval from the Court or the Effective Date not occur, the certification of the Settlement Class shall be null and void. Defendants retain all of their objections, arguments, and defenses, and reserve all rights to contest class certification for all other purposes, if the Settlement does not receive final approval from the Court or the

Effective Date does not occur. The Parties acknowledge that there has been no stipulation to a class or certification of a class for any purpose other than effectuating the Settlement, and that if the Settlement does not receive final approval from the Court or the Effective Date does not occur, then neither this Settlement nor any Settlement-related statement may be cited in support of an argument for certifying a class related to this proceeding. Plaintiffs and Defendants further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

66. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Fairness Hearing, within a reasonable time after the passing of the Claims Deadline, Objection Deadline, and Opt-Out Period.

C. Releases

67. The Release. Upon the payment of a total of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) into the Settlement Fund (comprised of Payment One and Payment Two, as set forth below in Paragraph 70), and in consideration of the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged each of the Released Parties from any and all Released Claims. A Releasing Party may hereafter discover facts regarding harms, injuries, damages, or losses with respect to the subject matter of the Released Claims in addition to those facts which already exist or which he, she, or it now knows or believes to be true or to exist, but shall expressly, fully, finally, and forever settle and release, and each Releasing Party, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, expressly, fully, finally, and forever settled and released any and all Released Claims, without regard to the subsequent discovery or existence of such additional facts. The Releasing Parties, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Claims on behalf of any Settlement Class Member in such capacity only, further covenant not to sue any Released Parties on the basis of any Released Claims. The Releasing Parties further covenant not to assist any third party in commencing or maintaining any suit related to any Released Claims.

68. Exclusive Remedy. This Settlement Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released

Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim against any of the Released Parties in any court, arbitration, tribunal, forum, or proceeding.

69. Jurisdiction of the Court. The Parties agree that, effective as of the date of execution of this Settlement Agreement by all Parties hereto, and not before, the Court shall adopt and thereafter retain exclusive and continuing jurisdiction, in accordance with California Code of Civil Procedure § 664.6, over the above-captioned Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Settlement Agreement.

D. Settlement Fund

70. Deposits. Defendants shall cause forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) to be paid into the Settlement Fund in two payments, as follows: (i) two million, five hundred thousand dollars and zero cents ($2,500,000.00) ("Payment One"), to be paid into the Settlement Fund within fifteen (15) days after the date the Court enters the Preliminary Approval Order to cover Administrative Expenses to be reasonably incurred prior to entry of the Final Approval Order and Judgment, and (ii) forty-seven million, four hundred and ninety-five thousand dollars and zero cents ($47,495,000.00) ("Payment Two"), to be paid into the Settlement Fund within five (5) days after the Effective Date. All Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services and Awards, Costs, and Expenses shall be paid exclusively from the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendants' and the Released Parties' liability shall not exceed forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00), and the release described in Paragraph 67 is only effective after a total of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) is paid into the Settlement Fund.

71. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to

the payor in the event this Settlement Agreement is terminated pursuant to Paragraphs 106 to 109 below.

72. Non-Reversionary. This Settlement is a non-reversionary settlement. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated pursuant to Paragraphs 106 to 109 below. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to any or all Defendants or any Released Party. Any residual funds remaining in the Net Settlement Fund shall be distributed to the Non-Profit Residual Recipient following the payment of all Residual Monetary Payments as set forth in Paragraph 90, below.

73. Use of the Settlement Fund. As further described in this Settlement Agreement, the Settlement Fund shall be the exclusive source of funds used by the Settlement Administrator to pay for any and all Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, and Awards, Costs, and Expenses.

74. Financial Account. The Settlement Fund shall be maintained in an interest-bearing account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and Defendants' Counsel and to be selected at or before the hearing on the anticipated motion for preliminary approval.

75. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. Class Counsel may authorize the periodic payment of actual and reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least five (5) business days prior to making such withdrawal or payment.

76. Payments to Participating Settlement Class Members. The Settlement Administrator, subject to such supervision and direction of the Court or Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the

Settlement Fund to Participating Settlement Class Members pursuant to this Settlement Agreement. The Settlement Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Settlement Fund and amounts paid under the Settlement. Consistent with other settlements, Class Counsel is unable to offer tax advice concerning any payments provided through the Settlement, and Participating Settlement Class Members should consult their tax professionals as to how to treat payments for tax purposes.

77. Treasury Regulations & Fund Investment. The Parties agree that the Settlement Fund shall be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall hold the Settlement Fund in an interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, *et seq.* The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

78. Taxes. All Taxes relating to the Settlement Fund shall be considered an Administrative Expense, shall be paid exclusively from the Settlement Fund, 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, Class Counsel, and Defendants' Counsel for Taxes (including Taxes payable by reason of any such indemnification payments). The Parties, Class Counsel, and Defendants' Counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement

Fund. Each Class Representative and 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 Settlement Agreement.

79. Limitation of Liability.

a. Defendants and Defendants' Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise, (ii) the management, investment, or distribution of the Settlement Fund, (iii) the formulation, design, or terms of the disbursement of the Settlement Fund, (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund, (v) any losses suffered by, or fluctuations in the value of the Settlement Fund, (vi) the payment or withholding of any taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns, or (vii) the administration, allocation, calculation, distribution, disbursement, or provision of Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, or Awards, Costs, and Expenses. Defendants and Defendants' Counsel also shall have no obligation to communicate with Proposed Settlement Class Members regarding Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, or Awards, Costs, and Expenses under the Settlement.

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

c. The Settlement Administrator shall indemnify and hold Class Counsel, the

Settlement Class, Class Representatives, Defendants, and Defendants' Counsel harmless for (i) any negligent act or omission by the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement, (ii) the management, investment, or distribution of the Settlement Fund as so directed by Class Counsel, Defendants, Defendants' Counsel, or the Court, (iii) the formulation, design, or terms of the disbursement of the Settlement Fund as so directed by Class Counsel, Defendants, Defendants' Counsel, or the Court, (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund as so directed by Class Counsel, Defendants, Defendants' Counsel, or the Court, (v) the payment or withholding of any taxes, expenses, or costs incurred in connection with the required taxation of the Settlement Fund or the filing of any returns, or (vi) the administration, allocation, calculation, distribution, disbursement, or provision of Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, or Awards, Costs, and Expenses.

E. Settlement Benefits

80. Each Participating Settlement Class Member shall receive the following:

a. Identity Theft Monitoring Services. Each Participating Settlement Class Member shall receive Identity Theft Monitoring Services for the alleged damages they suffered as a result of allegedly having their Private Information involved in the Data Breach. The cost of the Identity Theft Monitoring Services shall be paid exclusively from the Settlement Fund. The Identity Theft Monitoring Services shall be three years of Medical Shield Total provided by CyEx. The Identity Theft Monitoring Services will provide certain services to each Participating Settlement Class Member, including 3-Bureau credit monitoring, Healthcare Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, International Classification of Disease Monitoring, National Provider Identifier Monitoring, Health Savings Account Monitoring, Dark Web Monitoring, $1,000,000 Identity Theft Insurance, Real-Time Authentication Alerts, High-Risk Transaction Monitoring, Security Freeze Assist, Victim

Assistance, and Insight & Tips.[2]

b. Monetary Payment. In addition to the Identity Theft Monitoring Services, each Participating Settlement Class Member shall receive a check from the Settlement Fund for the alleged damages they suffered as a result of allegedly having their Private Information involved in the Data Breach, which includes the damages claimed under the CMIA and CCPA. The check amount shall depend on the participation rate for the Settlement and the amount shall be each Participating Settlement Class Member's pro rata share of the Net Settlement Fund, after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid from the Net Settlement Fund. To receive a Monetary Payment, a Participating Settlement Class Member must have an Approved Claim. Settlement Class Members shall be notified in the Long Form Notice and Summary Notice that the act of submitting a Claim Form to the Settlement Administrator (via U.S. mail or through the Settlement Website) constitutes a representation that they are electing to receive a Monetary Payment under the Settlement.

81. Each Participating Settlement Class Member may also receive the following:

a. Fraud/Out-of-Pocket Costs Payment. In addition to the Identity Theft Monitoring Services and Monetary Payment, each Participating Settlement Class Member may submit a claim for up to ten thousand dollars and zero cents ($10,000.00) for reimbursement of Fraud/Out-of-Pocket Costs ("Fraud/Out-of-Pocket Costs Payment"). To be eligible to receive a Fraud/Out-of-Pocket Costs Payment, a Settlement Class Member must submit to the Settlement Administrator the following: (i) a Claim Form electing to receive the Fraud/Out-of-Pocket Costs Payment Monetary Settlement Benefit, (ii) an attestation under penalty of perjury regarding any actual and unreimbursed Fraud/Out-of-Pocket Costs, and (iii) Reasonable Documentation that demonstrates the Fraud/Out-of-Pocket Costs to be reimbursed. Under no circumstances shall the aggregate of approved Fraud/Out-of-Pocket Costs Payments exceed two million dollars and zero

[2] Additional information concerning Medical Shield Total and the services offered can be found at https://cyex.com/medical-shield/.

cents ($2,000,000.00). If the total value of Approved Claims for Fraud/Out-of-Pocket Costs were to exceed two million dollars and zero cents ($2,000,000.00), then all Fraud/Out-of-Pocket Costs Payments shall be reduced pro rata.

b. Documented Time Payment. In addition to the Identity Theft Monitoring Services, Monetary Payment, and any Fraud/Out-of-Pocket Costs Payment, each Participating Settlement Class Member may submit a claim for up to seven (7) hours of Documented Time at thirty dollars and zero cents ($30.00) per hour (i.e., for up to a maximum of two hundred ten dollars and zero cents ($210.00)) ("Documented Time Payment"). To be eligible to receive a Documented Time Payment, a Settlement Class Member must submit to the Settlement Administrator the following: (i) a Claim Form electing to receive the Documented Time Payment Monetary Settlement Benefit, (ii) an attestation regarding the Documented Time, and (iii) Reasonable Documentation that demonstrates their Documented Time. Under no circumstances shall the aggregate of approved Documented Time Payments exceed one million dollars and zero cents ($1,000,000.00). If the total value of Approved Claims for Documented Time were to exceed one million dollars and zero cents ($1,000,000.00), then all Documented Time Payments shall be reduced pro rata.

82. Payment Method. Participating Settlement Class Members may elect to have their Monetary Settlement Benefits sent via an electronic payment method (*e.g.*, Venmo, PayPal, or Prepaid Card), as indicated on the Claim Form. Participating Settlement Class Members may instead indicate on the Claim Form that they elect to have their Monetary Settlement Benefits sent by physical check via U.S. mail. Residual Monetary Payments, if any, shall be sent to the Participating Settlement Class Member via the same method indicated on the Claim Form, subject to any change made by the Settlement Administrator pursuant to Paragraph 90 below.

83. Deadline to File Claims. Claim Forms must be received within one hundred and five (105) days after the Notice Date. In order to provide additional time for Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c, the Parties have extended the Claims Deadline for all Settlement Class Members to a one hundred and five (105) day deadline, an additional fifteen (15) days from a ninety (90) day deadline.

84. Review of Claim Forms. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim, including whether and to what extent a Settlement Class Member's claim for a reimbursement of Fraud/Out-of-Pocket Costs or Documented Time is valid. Any claim for a Fraud/Out-of-Pocket Costs Payment or Documented Time Payment shall be deemed fairly traceable to the Data Breach by the Settlement Administrator if the claim for Fraud/Out-of-Pocket Costs or Documented Time occurred on or after December 1, 2022, and the Settlement Administrator determines the claim for Fraud/Out-of-Pocket Costs or Documented Time incurred is related to the type of Private Information allegedly disclosed in the Data Breach. To the extent the Settlement Administrator determines a claim for a Fraud/Out-of-Pocket Costs Payment or Documented Time Payment submitted through a Claim Form is deficient, within ten (10) days after making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies and that Claimant shall have twenty (20) days to cure the deficiencies and re-submit the claim. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim such that it reflects a valid claim for Fraud/Out-of-Pocket Costs or Documented Time that is fairly traceable to the Data Breach. If the Claimant fails to cure the deficiency, the Settlement Administrator shall have no obligation to make the Fraud/Out-of-Pocket Costs Payment or Documented Time Payment to that Claimant.

85. Timing of Identity Theft Monitoring Services. Within thirty (30) days after the Effective Date, the Settlement Administrator shall ensure Participating Settlement Class Members receive enrollment instructions for the Identity Theft Monitoring Services. The Settlement Administrator shall, at a minimum, send two emails to Participating Settlement Class Members with instructions for enrolling in the Identity Theft Monitoring Services.

86. Timing of Monetary Settlement Benefits. Within thirty (30) days after the later of: (i) the Effective Date; and (ii) the date by which all Claim Forms have been processed, the Settlement Administrator shall cause funds to be distributed to Participating Settlement Class Members for Monetary Settlement Benefits.

87. Order of Distribution of Funds. The Settlement Administrator must first use the

available Net Settlement Fund to make all Fraud/Out-of-Pocket Costs Payments and Documented Time Payments. The Settlement Administrator shall then utilize what remains in the Net Settlement Fund to make all Monetary Payments and any Residual Monetary Payments. Participating Settlement Class Members with Approved Claims who receive Monetary Settlement Benefits and any Residual Monetary Payments by physical check shall have one hundred and twenty (120) days following distribution to deposit or cash such check. Participating Settlement Class Members shall have one hundred and twenty (120) days following distribution of the enrollment instructions to sign up for the Identity Theft Monitoring Services.

88. Pro-Rata Contingencies

a. If the total value of all Approved Claims for Fraud/Out-of-Pocket Costs were to exceed two million dollars and zero cents ($2,000,000.00), then the Fraud/Out-of-Pocket Costs Payment to be paid to each Participating Settlement Class Member shall be reduced on a pro rata basis, such that the aggregate value of all Fraud/Out-of-Pocket Payments does not exceed two million dollars and zero cents ($2,000,000.00).

b. If the total value of all Approved Claims for Documented Time were to exceed one million dollars and zero cents ($1,000,000.00), then the Documented Time Payment to be paid to each Participating Settlement Class Member shall be reduced on a pro rata basis, such that the aggregate value of all Documented Time Payments does not exceed one million dollars and zero cents ($1,000,000.00).

c. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

89. Returned Payments. For any Settlement Payment made by check returned by the United States Postal Service ("USPS") to the Settlement Administrator as undelivered or undeliverable, or any unsuccessful attempt to deposit a Settlement Payment in an electronic payment account, the Settlement Administrator shall make reasonable efforts to find a valid mailing address or working electronic payment account and resend the Settlement Payment within thirty (30) days after the date the Settlement Administrator receives the Settlement Payment as undelivered or undeliverable or an unsuccessful attempt to deposit a Settlement Payment in an

electronic payment account. The Settlement Administrator shall only make one (1) attempt to resend a Settlement Payment.

90. Residual Funds. In the event the balance of the Net Settlement Fund one hundred and fifty (150) days after the distribution of Monetary Payments is sufficient to permit payments in equal amounts of at least three dollars and zero cents ($3.00) to each Participating Settlement Class Member, an initial Residual Monetary Payment in an amount equal to or greater than three dollars and zero cents ($3.00) shall be made to all Participating Settlement Class Members who have deposited or cashed their Monetary Settlement Benefits check or had their Monetary Settlement Benefits successfully deposited in an electronic payment account. Subsequent Residual Monetary Payments with respect to the remaining balance of the Net Settlement Fund shall continue to be made to all Participating Settlement Class Members who have deposited or cashed their previous Residual Monetary Payment check or had their previous Residual Monetary Payment successfully deposited in an electronic payment account until such time as the balance of the Net Settlement Fund is not sufficient permit payments in equal amounts to each Participating Settlement Class Member in an amount equal to or greater than three dollars and zero cents ($3.00) ("Insufficient Balance"). In the event there is an Insufficient Balance either (i) one hundred and fifty (150) days after the distribution of Monetary Payments or (ii) after one or more Residual Monetary Payments has been made, the remaining Net Settlement Fund may be used to extend the Identity Theft Monitoring Services for the Participating Settlement Class Members who elected to receive the Identity Theft Monitoring Services for as long as possible. Any amount remaining in the Net Settlement Fund after such extension of the Identity Theft Monitoring Services is accomplished, if any, shall be distributed to the Non-Profit Residual Recipient.

91. Additional Settlement Benefits to the Class. The Parties agree, and hereby stipulate, that protecting the safety and integrity of Settlement Class Members' Private Information, responding to the Data Breach underlying the claims in this litigation, and the claims in this litigation were substantial motivating factors for certain remedial efforts and business practices changes taken by Defendants following the Data Breach, including, *inter alia*, implementing mandatory multi-factor authentication; updating privileged accounts and active directory

passwords; contracting third parties to provide managed detection and response 24/7 security operations center designed to monitor, prevent, detect, investigate, and respond to cyber threats continually; implementing new data security applications; engaging a third party to perform a HIPAA Security Rule risk analysis; and achieving compliance with a globally recognized certification with rigorous and comprehensive security and privacy requirements, which are estimated to cost Defendants $3,446,000.00 ("Business Practices Changes") and that these efforts and changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information.

92. Total Settlement Value. Defendants have agreed to pay a total of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) to resolve the Released Claims. In light of this and other significant benefits afforded by this Settlement, Plaintiffs conservatively estimate that the total value of the Settlement Benefits conferred on the Settlement Class will likely be in excess of $89 million, based on the value of the Settlement Fund plus the additional value of Identity Theft Monitoring Services and the Business Practices Changes. The total value of the Settlement Benefits provided to the Settlement Class is forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00) plus the estimated value of $3,446,000.00 for Defendants' Business Practices Changes and approximately $36,798,966.00 for every one percent (1%) of Settlement Class Members who will receive Identity Theft Monitoring Services,[3] before excluding the cost of Identity Theft Monitoring Services. Therefore, if one percent (1%) of the Settlement Class enrolls in Identity Theft Monitoring Services, Plaintiffs estimate the total value of the Settlement Benefits offered to the Settlement Class is $89,424,259.00, after excluding the cost of providing Identity Theft Monitoring Services from the Settlement Fund. Plaintiffs will provide the asserted value of the Settlement Benefits prior to the Final Fairness Hearing based on the final number of Approved Claims. Defendants take no position with respect to Plaintiffs' particular valuation of the Settlement, except that Defendants agree that

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[3] The Identity Theft Monitoring Services are valued by Plaintiffs' Counsel at $29.95 per month for each Participating Settlement Class Member receiving that benefit. See https://cyex.com/medical-shield/.

their Business Practices Changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information, and that this provides significant value to the Settlement Class Members, generally.

F. Settlement Administration

93. Submission of Claims

a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by U.S. mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and, unless otherwise noted in this Settlement Agreement, is not required to, but may, provide Claimants the ability to cure defective claims.

b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Monetary Settlement Benefits and Identity Theft Monitoring Services.

94. Settlement Administrator's Duties

a. Cost-effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner and in accordance with this Settlement Agreement.

b. Cost-effective Requests for Exclusion Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Requests for Exclusion in a rational, responsive, cost-effective and timely manner and in accordance with this Settlement Agreement.

c. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice as provided for in this Settlement Agreement.

d. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator shall:

i. Receive Requests for Exclusion from Proposed Settlement Class Members and provide Class Counsel and Defendants' Counsel a copy of Valid Requests for Exclusion no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion from Proposed Settlement Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

ii. Provide weekly periodic reports to Class Counsel and Defendants' Counsel that include reports regarding the number of Claim Forms received, the number of Claims Forms submitted for Fraud/Out-of-Pocket Costs Payments and Documented Time Payments, the number of Approved Claims, and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund.

iii. Make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

iv. Cooperate with any audit by Class Counsel or Defendants' Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Settlement Agreement.

e. Creation and Maintenance of Settlement Website. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including the Long Form Notice, the Claim Form, this Settlement Agreement, the Preliminary Approval Order entered by the Court, and the Complaint. The Settlement Website shall also include a toll-free telephone number and mailing address through which Proposed Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also maintain Spanish translations of the Claim Form, Summary Notice, and Long Form Notice. Defendants, to the extent they respectively maintain a website in the ordinary course of business, are to place a link to the Settlement Website on their respective websites.

f. Requests for Additional Information. In the exercise of its duties outlined in this Settlement Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Proposed Settlement Class Member who has submitted a Claim Form or Request for Exclusion.

g. Timing of Payment of Monetary Settlement Benefits. The Settlement Administrator shall make all payments of Monetary Settlement Benefits by either electronic payment or check (pursuant to Paragraphs 76 and 82 above) and send them to Participating Settlement Class Members within thirty (30) days after the later of (i) the Effective Date and (ii) the date by which all Claim Forms have been processed.

G. Settlement Class Notice

95. Direct Notice. Within seven (7) days after the date of the Court's entry of the Preliminary Approval Order, Defendants shall transmit the Settlement Class Lists to the Settlement Administrator. Because the Settlement Class Lists will be provided to the Settlement Administrator solely for purposes of providing the Class Notice, Monetary Settlement Benefits, Residual Monetary Payments, and Identity Theft Monitoring Services, and processing Requests for Exclusion, the Settlement Administrator shall execute a confidentiality and non-disclosure agreement with Defendants and Defendants' Counsel, and shall ensure that any information

provided to it by Proposed Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defendants' Counsel, or Defendants, including the Settlement Class Lists, is secure and used solely for the purpose of effecting this Settlement.

96. Within thirty (30) days after its receipt of Settlement Class Lists, the Settlement Administrator shall disseminate Notice as follows:

a. Physical Address Only. For those Proposed Settlement Class Members for whom Defendants have only a physical address, the Summary Notice, substantially in the form attached hereto as **Exhibit 5**, shall be sent by U.S. mail.

b. Physical Address and Email. For those Proposed Settlement Class Members for whom Defendants have both a physical address and email address, the Summary Notice shall be sent by both U.S. mail and email. There shall be one (1) reminder email within twenty-one (21) days after the initial email providing Summary Notice.

c. Within twenty-one (21) days after the Settlement Administrator's receipt of any Summary Notice returned by the USPS as undelivered or undeliverable, the Settlement Administrator shall re-mail the Summary Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct an address search and re-mail the Summary Notice to the most current address obtained. The Settlement Administrator shall have no obligation to make further attempts to locate or send Summary Notice to Proposed Settlement Class Members whose Summary Notices is returned by the USPS a second time. In order to provide additional time for Proposed Settlement Class Members who are re-mailed a Summary Notice pursuant to this Paragraph, the Parties have extended the Claims Deadline, Claims Period, Opt-Out Period, and Objection Deadline for all Proposed Settlement Class Members an additional fifteen (15) days from the original deadlines.

d. Email Only. For those Proposed Settlement Class Members for whom Defendants have only an email address, the Summary Notice shall be sent by email. There shall be one (1) reminder email within twenty-one (21) days after the initial email providing the Summary Notice.

e. Thirty (30) days after the initial dissemination of the Notice, the Settlement

Administrator shall determine the claims rate and, if the claims rate reflects less than 5% of the Proposed Settlement Class Members have submitted a claim, the Settlement Administrator shall send all Proposed Settlement Class Members who have not yet submitted a claim a reminder notice by U.S. mail.

97. Settlement Class Members may mail the pre-paid postage Claim Form attached to the Summary Notice or use the unique claim number and confirmation code contained in the Summary Notice to log onto the Settlement Website and either download a Claim Form or submit the Claim Form online. The Settlement Administrator shall use other reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than Settlement Class Members, and (ii) submission of more than one Claim Form per Settlement Class Member. In the event a Claim Form is submitted without a unique claim number identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the claim is valid.

98. Settlement Website. Prior to any dissemination of the Summary Notice, within twenty-one (21) days after the date of Preliminary Approval of this Settlement Agreement (including the form and content of the Settlement Class Notice) and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Settlement Agreement. Defendants, to the extent they respectively maintain a website in the ordinary course of business, are to place a link to the Settlement Website on their respective websites.

99. Contents of the Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify the deadline for Proposed Settlement Class Members to submit Requests for Exclusion from, object to, or otherwise comment upon the Settlement by day, month, and year, (ii) contain instructions on how to submit a Claim Form, (iii) note the deadline for Settlement Class Members to submit Claim Forms, and (iv) note the date, time, and location of the Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit 3** hereto.

100. Identity Theft Monitoring Services Enrollees. Enrollees in Identity Theft Monitoring Services will be sent two (2) email reminders during the Identity Theft Monitoring Services enrollment period. The email reminders will be from the Identity Theft Monitoring

Services vendor and will not include Defendants.

H. Requests for Exclusion

101. Any Proposed Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. The Settlement Administrator shall determine whether a Request for Exclusion is a Valid Request for Exclusion. Except as the Court may order otherwise, a Request for Exclusion must be mailed during the Opt-Out Period to the Settlement Administrator, emailed to the Settlement Administrator during the Opt-Out Period, or submitted online during the Opt-Out Period, identify the case name *Head v. Regal Medical Group*, Case No. 23STCV2939, and include (i) the individual's full name, current mailing, and telephone number; (ii) a statement that they want to be excluded from the Settlement; and (iii) the individual's signature. Any Person with a Valid Request for Exclusion shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. No "mass" or "class" Requests for Exclusion shall be deemed a Valid Request for Exclusion. The Settlement Administrator shall provide the Parties with copies of all Valid Requests for Exclusion, and a final list of all Persons with Valid Requests for Exclusion.

I. Objection Procedures

102. Any Settlement Class Member may object to the class action components of the Settlement, and may do so in writing, in person, or through counsel, at their own expense, at the Fairness Hearing. Except as the Court may order otherwise, an objector must mail the objection by the Objection Deadline to the Settlement Administrator, with the caption *Head v. Regal Medical Group*, Case No. 23STCV2939, and include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and email address, (ii) a concise statement for the reasons for the objection, and (iii) the Settlement Class Member's signature. A copy of the objection must also be mailed to the following five addresses:

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Class Counsel	Defendants' Counsel
Scott Edward Cole Cole & Van Note 555 12th Street, Ste. 2100 Oakland, CA 94607 Daniel S. Robinson c/o Heritage Data Breach Settlement Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658-8962 Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor Tampa, FL 33602	Antony L. Ryan Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Bruce E. Copeland Nixon Peabody LLP One Embarcadero Center, 32nd Floor San Francisco, CA 94111

103. All written objections must be postmarked no later than the Objection Deadline.

104. The Court will hear from any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding their objection, regardless of whether they have complied with the above procedures in Paragraphs 102 and 103 above.

J. Modification or Termination of the Settlement Agreement

105. The terms and provisions of this Settlement Agreement may be amended or modified by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments or modifications 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 Settlement Agreement.

106. The Class Representatives collectively (in their capacity as representatives of the Settlement Class Members), and Defendants both shall have the right to terminate this Settlement Agreement by providing written notice to Class Counsel or Defendants' Counsel (as the case may be) of their election to do so (i) within seven (7) days after the Court's refusal to grant Preliminary Approval of the Settlement Agreement in any material respect, or (ii) within fourteen (14) days after either: (A) the Court's refusal to enter the Judgment in any material respect, or (B) the date

upon which the Judgment is modified or reversed in any material respect by any appellate or other court. For the avoidance of doubt, no decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning (i) the amount or payment of the Fee Award and Costs or any Service Awards, (ii) the administration, allocation, calculation, distribution, disbursement, or provision of Monetary Settlement Benefits, Residual Monetary Payments, or Identity Theft Monitoring Services, or (iii) the administration of the Settlement in any other respect, or (iv) any appeal from any decision relating to (i), (ii), or (iii) in this sentence, or any reversal or modification thereof, shall constitute grounds for termination of this Settlement Agreement.

107. In addition to the grounds set forth above in Paragraph 106, Defendants shall have the right to terminate the Settlement in the event that Proposed Settlement Class Members timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in Defendants' confidential supplemental agreement with Plaintiffs (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall be filed with the Court under seal and its terms shall not be disclosed in any manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between Plaintiffs and Defendants concerning its interpretation or application, in which event the Parties shall treat the Supplemental Agreement as confidential and request the Court afford the Supplemental Agreement confidential treatment.

108. In the event that a Party exercises its right to terminate this Settlement Agreement pursuant to Paragraphs 106 or 107 above, this Settlement Agreement shall have no continuing legal effect (with the exception of Section III and Paragraphs 69, 108, 109, and 119 herein), and shall not be admissible or referred to by the Parties in any action or proceeding, including the Action or Related Actions, for any reason, other than as necessary to explain the timing of the procedural history of the Action or Related Actions or to enforce the terms of Section III and Paragraphs 69, 108, 109, and 119 herein.

109. In the event this Settlement Agreement is terminated: (i) the Parties, Class Counsel, and Defendants' Counsel shall have no obligation to repay any of the Administrative Expenses paid

or incurred, and (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the payor and no other Person or entity shall have any claim whatsoever to such amounts.

K. Service Awards

110. Class Representatives may seek Service Awards in an amount not to exceed seven thousand and five hundred dollars and zero cents ($7,500.00) per Class Representative. Any requests for Service Awards must be filed with the Court at least twenty-one (21) days before the deadline for filing objections to the Settlement.

111. The Settlement Administrator shall pay any Service Awards approved by the Court exclusively from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator within thirty (30) days after the Effective Date.

112. In the event the Court declines to approve the payment of any or all of the Service Awards, in whole or in part, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the amount or payment of Service Awards shall constitute grounds for termination of this Settlement Agreement.

L. Fee Award and Costs

113. Class Counsel may file a motion for an award of the Fee Award and Costs to be paid exclusively from the Settlement Fund. The motion must be filed with the Court at least twenty-one (21) days before the deadline for filings objections to the Settlement and shall include information for the Court to be able to assess the reasonableness of the Fee Award and Costs request under the percentage method. The maximum amount of Fee Award and Costs Class Counsel may seek shall be disclosed in the Long Form Notice. The amount of the Fee Award and Costs shall be determined by the Court based on the petition from Class Counsel. Prior to the payment of the Fee Award and Costs under this Settlement Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Any Fee Award and Costs approved by the Court shall be paid by the Settlement Administrator exclusively from the

Settlement Fund, and shall be due and payable within thirty (30) days after the Effective Date.

114. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Class Counsel and any other Plaintiffs' Counsel. Defendants and Defendants' Counsel shall have no liability or other responsibility for allocation of any such attorneys' fees and costs, including any approved Fee Award and Costs.

115. The Parties have no agreement as to the amount of Fee Award and Costs to be paid to Class Counsel and Defendants reserve the right to oppose any motion for a Fee Award and Costs. The Settlement is not conditioned upon the Court's approval of the Fee Award and Costs in any amount, or at all. Any order or proceeding relating to the amount or payment of any Fee Award and Costs, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify or terminate this Settlement Agreement or affect or delay the finality of the Final Approval Order and Judgment.

M. Judgment

116. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order and Judgment, which will grant final approval of this Settlement Agreement and among other things shall:

a. Decree that neither the Judgment nor this Settlement Agreement constitutes an admission by the Defendants of any liability or wrongdoing whatsoever, consistent with Section III and Paragraph 119 below;

b. Bar and enjoin all Releasing Parties from asserting any and all Released Claims against any of the Released Parties;

c. Release each Released Party from any and all Released Claims;

d. Determine that this Settlement Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the Settlement Class Members; and

e. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendants and all Settlement Class Members, to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

N. Representation and Warranties

117. Each signatory to this Settlement Agreement represents and warrants that (i) he, she, or it has all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein, (ii) the execution, delivery, and performance of this Settlement Agreement and the consummation by him, her, or it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) this Settlement Agreement has been duly and validly executed and delivered by each signatory, and constitutes each signatory's legal, valid, and binding obligation.

118. Defendants will provide to the Settlement Administrator the Settlement Class Lists containing the list of persons to whom Defendants provided notice of the Data Breach. Defendants represent that the number of Proposed Settlement Class Members (approximately 3.4 million) is accurate based on Defendants' investigation of individuals whose Private Information was potentially affected by the Data Breach.

O. No Admission of Liability or Wrongdoing

119. This Settlement Agreement (including Exhibits 1 to 6 hereto) and the fact of this Settlement Agreement, whether or not consummated, and any negotiations, proceedings, or agreements relating to this Settlement Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements:

a. Shall not be admissible as, described as, construed as, offered or received against the Released Parties as evidence of, or be deemed to be evidence of (i) the validity of any (A) fact alleged in the Action, Related Actions, or in any litigation, (B) claim that has been or could have been asserted in the Action, the Related Actions, or in any litigation, and (C) defense that has been or could have been asserted in the Action, the Related Actions, or in any litigation, or (ii) any liability, negligence, fault, or wrongdoing of any of the Released Parties; and

b. Shall not be described as or construed against the Released Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiffs or the Settlement Class Members after trial.

P. Miscellaneous Provisions

120. Entire Agreement. This Settlement Agreement (including Exhibits 1 to 6 hereto) and the Supplemental Agreement shall constitute the entire agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. Each of the Parties to this Settlement Agreement acknowledges that no other Party to this Settlement Agreement and the Supplemental Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement and the Supplemental Agreement or referred to herein to induce either party to execute this Settlement Agreement and the Supplemental Agreement. None of the Parties is relying on the other Parties or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. Except (i) as specified in Paragraph 105, or (ii) by the Court with respect to non-material terms, this Settlement Agreement and the Supplemental Agreement may not be changed, modified, or amended, except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where permissible under this Settlement Agreement, Exhibits 1 to 6 hereto may be modified by subsequent agreement of Class Counsel and Defendants' Counsel prior to dissemination of the Settlement Class Notice to the Proposed Settlement Class.

121. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California, applied without regard to laws applicable to choice of law.

122. Execution by Counterparts. This Settlement Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as original signatures and shall be binding.

123. Notices. Any notice, instruction, application for Court approval, or application for Court orders sought in connection with this Settlement Agreement or other document to be given

by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendants to the attention of Defendants' Counsel, or if to Plaintiffs or the Proposed Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties, Class Counsel, or Defendants' Counsel required by this Settlement Agreement shall be made in writing and communicated by mail to the following addresses:

Class Counsel	Defendants' Counsel
Scott Edward Cole Cole & Van Note 555 12th Street, Ste. 2100 Oakland, CA 94607 Daniel S. Robinson c/o Heritage Data Breach Settlement Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658-8962 Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor Tampa, FL 33602	Antony L. Ryan Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Bruce E. Copeland Nixon Peabody LLP One Embarcadero Center, 32nd Floor San Francisco, CA 94111

124. Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

125. Construction. For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

126. Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

127. Integration of Exhibits. The exhibits to this Settlement Agreement are an integral and material part of the Settlement and are hereby incorporated and made a part of the Settlement Agreement.

128. Headings. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

129. Taxability. Defendants do not make and have not made any representations regarding the taxability of any Monetary Settlement Benefits, Residual Monetary Payments, Identity Theft Monitoring Services, Awards, Costs, and Expenses, or any other benefits under this Settlement Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied and will not rely upon any representation of the Defendants, Defendants' Counsel, or the Settlement Administrator on the subject of taxability of any consideration provided under this Settlement Agreement. Plaintiffs, Class Representatives, and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties, or other payment obligations ultimately determined to be payable from or with respect to any Monetary Settlement Benefits, Identity Theft Monitoring Services, Awards, Costs, and Expenses, or any other benefits under this Settlement Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendants' or Defendants' Counsel's responsibility.

130. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Settlement Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

131. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed as of the day set forth below:

Dated: 7/30/25

Scott Edward Cole
COLE & VAN NOTE

Dated: 7/30/25

Daniel S. Robinson
ROBINSON CALCAGNIE, INC.

Dated: 7/30/25

Jean Martin
MORGAN & MORGAN COMPLEX LITIGATION GROUP

Lead Action Plaintiffs' Counsel

Dated:

Timothy Head

Dated:

Jose Contreras

Dated:

Bryant Nellum

Dated:

Richard Kontas

Dated:

Diana Skaggs

Dated: July 30, 2025

Ideh Horri Farahani

Dated:

Lequeint Cole

Class Representatives

IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed as of the day set forth below:

Dated: 7/31/25

Scott Edward Cole
COLE & VAN NOTE

Dated:

Daniel S. Robinson
ROBINSON CALCAGNIE, INC.

Dated:

Jean Martin
MORGAN & MORGAN COMPLEX LITIGATION GROUP

Lead Action Plaintiffs' Counsel

Dated: 7/30/2025

Timothy Head

Dated: 7/31/2025

Jose Contreras

Dated: 7/30/2025

Bryant Nellum

Dated: 7/31/2025

Richard Kontas

Dated:

Diana Skaggs

Dated:

Ideh Horri Farahani

Dated:

Lequeint Cole

Class Representatives

IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed as of the day set forth below:

Dated:	Dated:
______________________	______________________
Scott Edward Cole COLE & VAN NOTE	Daniel S. Robinson ROBINSON CALCAGNIE, INC.
Dated:	
______________________	
Jean Martin MORGAN & MORGAN COMPLEX LITIGATION GROUP	

Lead Action Plaintiffs' Counsel

Dated:	Dated:
______________________	______________________
Timothy Head	Jose Contreras
Dated:	Dated:
______________________	______________________
Bryant Nellum	Richard Kontas
Dated: 7/30/2025 | 9:58 PM EDT	Dated:
Diana Skaggs	______________________
Diana Skaggs	Ideh Horri Farahani
Dated:	
______________________	
Lequeint Cole	

Class Representatives

IN WITNESS WHEREOF, each of the Parties hereto has caused this Settlement Agreement to be executed as of the day set forth below:

Dated:	Dated:
____________________ Scott Edward Cole COLE & VAN NOTE	____________________ Daniel S. Robinson ROBINSON CALCAGNIE, INC.

Dated:

____
Jean Martin
MORGAN & MORGAN COMPLEX LITIGATION GROUP

Lead Action Plaintiffs' Counsel

Dated:	Dated:
____________________ Timothy Head	____________________ Jose Contreras
Dated:	Dated:
____________________ Bryant Nellum	____________________ Richard Kontas
Dated:	Dated:
____________________ Diana Skaggs	____________________ Ideh Horri Farahani

Dated: 7/30/2025 | 10:05 PM EDT

____
Lequeint Cole

Class Representatives

Dated: 7/30/2025

____

Heritage Provider Network, Inc.
Regal Medical Group, Inc.
Lakeside Medical Organization, A Medical Group, Inc.
ADOC Acquisition Co., A Medical Group, Inc. d/b/a/ADOC Medical Group
Affiliated Doctors of Orange County Medical Group, Inc.
Arizona Health Advantage Inc.
AZPC Clinics LLC
Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale
Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice
Valley's Best Hospice, Inc.

By: Richard Merkin
Title: President

Dated:

____

West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.
By: ____________________
Title: ____________________

Defendants

APPROVED AS TO FORM:

Dated:	Dated:
____________________	____________________
Antony L. Ryan CRAVATH, SWAINE & MOORE LLP	Bruce E. Copeland NIXON PEABODY LLP

Defendants' Counsel

Dated:

____
Heritage Provider Network, Inc.
Regal Medical Group, Inc.
Lakeside Medical Organization, A Medical Group, Inc.
ADOC Acquisition Co., A Medical Group, Inc. d/b/a/ADOC Medical Group
Affiliated Doctors of Orange County Medical Group, Inc.
Arizona Health Advantage Inc.
AZPC Clinics LLC
Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale
Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice
Valley's Best Hospice, Inc.

By: ________________________
Title: _______________________

Dated: July 30, 2025

DocuSigned by:
Dr. Arvind Lapsiwala
3E4D842FF8F84A3...
West Covina Plan IPA, Inc., A
Medical Group d/b/a Greater Covina
Medical Group, Inc.
By: Dr. Arvind Lapsiwala
Title: President

Defendants

APPROVED AS TO FORM:

Dated: July 31, 2025

Antony Ryan
Antony L. Ryan
CRAVATH, SWAINE
& MOORE LLP

Dated: July 31, 2025

Bruce E. Copeland
NIXON PEABODY LLP

Defendants' Counsel

EXHIBIT 1

CLAIM FORM FOR REGAL MEDICAL DATA BREACH LITIGATION BENEFITS

Head, et al. v. Regal Medical Group, Inc., et al.
Case No. 23STCV02939 (Los Angeles Sup. Ct.)

YOU MAY USE THIS FORM TO MAKE A CLAIM FOR IDENTITY THEFT MONITORING SERVICES AND/OR CASH PAYMENTS FOR FRAUD/OUT-OF-POCKET COSTS PAYMENTS, DOCUMENTED TIME PAYMENTS, AND/OR MONETARY PAYMENT

The DEADLINE to submit this Claim Form is: [105 DAYS FROM NOTICE DATE]

I. GENERAL INSTRUCTIONS

If you are one of the approximately 3,413,000 members or patients of Defendants who were notified around February or March 2023 about an incident that occurred in December 2022, whereby unauthorized parties potentially accessed your personally identifiable information and/or protected health information, including names, Social Security Numbers, addresses, dates of birth, diagnosis and treatment information, laboratory test results, prescription data, radiology reports, health plan member numbers and phone numbers ("Data Breach"), you are a Proposed Settlement Class Member and may be entitled to participate in the Settlement.

Defendants include Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc.

If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Proposed Settlement Class Member. If you are not sure whether you are a Proposed Settlement Class Member, you may go to the Settlement Website at www.RegalMedicalSettlement.com or email the Settlement Administrator at info@RegalMedicalSettlement.com. All Proposed Settlement Class Members will be Settlement Class Members, other than (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

Settlement Class Members are eligible to receive three years of free medical and credit monitoring and identity theft insurance services ("Identity Theft Monitoring Services"); an approximate statutory cash payment amount expected to be between $357.97 and $68.72, if the participation rate is between 2% and 10%, respectively ("Monetary Payment"); a cash payment of up to $210 for up to 7 hours of documented time spent fairly traceable to the Data Breach valued at $30 per hour ("Documented Time Payment"); and a cash payment of up to $10,000 for documented losses and/or expenditures fairly traceable to the Data Breach ("Fraud/Out-of-Pocket Costs Payment", and together with Monetary Payments and Documented Time Payments, "Monetary Settlement Benefits").

The free Identity Theft Monitoring Services offered is Medical Shield Total provided by CyEx, valued at $29.95 per month. If you are already subscribed to Medical Shield Total with CyEx, three additional years will be added to your current plan for free.

CASH PAYMENTS AMOUNTS MAY BE REDUCED *PRO RATA* (PROPORTIONATELY) DEPENDING ON HOW MANY PEOPLE SUBMIT SUCH CLAIMS. Additional payments may also be sent if the settlement amount is not exhausted. Complete information about the Settlement, its terms and its benefits are available at www.RegalMedicalSettlement.com.

This Claim Form may be (i) submitted online at www.RegalMedicalSettlement.com or (ii) completed and either mailed to the address below and/or emailed to the email 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:

Regal Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

An electronic image of the completed Claim Form can be emailed to info@RegalMedicalSettlement.com.

You must submit online, mail, or email your Claim Form by [Claims Deadline].

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of any Monetary Settlement Benefits and provision of Identity Theft Monitoring Services, you must notify the Settlement Administrator in writing at the mailing address or email address above.

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

Date of Birth (MM/DD/YYYY) Claim Number Provided on Notice (if known)

		/			/				

III. IDENTITY THEFT MONITORING SERVICES

If you wish to receive Identity Theft Monitoring Services, you must provide your email address in the space provided in Section II, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Identity Theft Monitoring Services. **To enroll, you must follow the instructions sent to your email address**, above, after the Settlement is approved and becomes final.

IV. MONETARY PAYMENT

If you wish to receive a Monetary Payment, you must fill out Section II, above, and return this Claim Form. A check will be mailed to the address you provided. The check amount will depend on the participation rate for the Settlement and the amount will be each Participating Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid.

V. DOCUMENTED TIME PAYMENT

In addition to Identity Theft Monitoring Services, a Monetary Payment, and a Fraud/Out-of-Pocket Costs Payment (discussed in Section VI below), you may file a claim for a payment for Documented Time for $30 per hour for up to 7 hours of additional time you spent attempting to remedy or remedying issues fairly traceable to the Data Breach (including time spent addressing any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number) incurred on or after December 1, 2022.

To make a claim for Documented Time: (i) select the number of hours (up to seven) you spent addressing or remedying issues caused by the Data Breach; (ii) sign the attestation at the end of this Claim Form; and (iii) submit Reasonable Documentation supporting your claimed time. Documented Time will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Documented Time occurred on or after December 1, 2022, and the Settlement Administrator determines the Documented Time incurred is related to the type of information allegedly disclosed in the Data Breach.

I spent (select only **one**):
- ☐ 1 hour ($30.00) ☐ 2 hours ($60.00) ☐ 3 hours ($90.00)
- ☐ 4 hours ($120.00) ☐ 5 hours ($150.00) ☐ 6 hours ($180.00)
- ☐ 7 hours ($210.00)

VI. FRAUD/OUT-OF-POCKET COSTS PAYMENT

In addition to Identity Theft Insurances Services, a Monetary Payment, and a Documented Time Payment, you may also seek reimbursement for up to $10,000 of Fraud/Out-of-Pocket Costs you incurred that are fairly traceable to the Data Breach. Fraud/Out-of-Pocket Costs include unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Data Breach and incurred on or after December 1, 2022.

In order to make a claim for Fraud/Out-of-Pocket Costs you must (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form; and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Fraud/Out-of-Pocket Costs will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Fraud/Out-of-Pocket Costs occurred on or after December 1, 2022, and the Settlement Administrator determines the Fraud/Out-of-Pocket Costs incurred is related to the type of information allegedly disclosed in the Data Breach.

Cost 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: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges.*
☐ 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.*
☐ Lost interest or other damages resulting from delayed state and/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.*
☐ Credit freeze	__/__/____ (mm/dd/yyyy)	$__,___.__	*Examples: Notices or account statements reflecting payment for a credit freeze.*
☐ Financial monitoring purchased after December 1, 2022 through the date on which the Identity Theft Monitoring Services became available through the Settlement	__/__/____ (mm/dd/yyyy)	$__,___.__	*Examples: Receipts or account statements reflecting purchases made for identity theft protection and/or credit monitoring services.*
☐ Miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges	__/__/____ (mm/dd/yyyy)	$__,___.__	*Example: 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.*
☐ Other (provide detailed description)	__/__/____ (mm/dd/yyyy)	$__,___.__	*Please provide detailed description below or in a separate document submitted with this Claim Form.*

VII. PAYMENT SELECTION

☐ **PayPal**
Email address, if different than you provided in Section II:________________________

☐ **Venmo**
Mobile number, if different than you provided in Section II:________________________

☐ **Zelle**
Email address or mobile number, if different than you provided in Section II:______________________

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section II:________________________

☐ **Physical Check**
Payment will be mailed to the address provided in Section II.

VIII. ATTESTATION
(REQUIRED FOR FRAUD/OUT-OF-POCKET COSTS PAYMENT AND/OR DOCUMENTED TIME PAYMENT)

I, ______________________ [Name], declare that I expended the Documented Time and/or incurred the Fraud/Out-of-Pocket Costs claimed above as a result of the Data Breach.

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 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Timothy Head, *et al.*, Plaintiffs, v. Regal Medical Group, Inc., *et al.*, Defendants.	**CLASS ACTION** **Case No. 23STCV02939** Assigned for All Purposes to: Hon. Timothy P. Dillon, Dept. 15 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Date: Time: Dept.: 15

WHEREAS, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement to consider final approval of this class action Settlement (the "Final Fairness Hearing") on __________________, 202_. The Court has considered the Settlement Agreement, all matters submitted to it at the Final Fairness Hearing, the relevant law, and all other files, records, and proceedings in this Action.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiffs' Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees, Costs, and Expenses, and Class Representative Service Awards is GRANTED.

2. This Order, and the Judgment entered contemporaneously herewith, incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and the Judgment.

3. The Court has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, settle and release all claims released in the Settlement, and enter final judgment.

I. CERTIFICATION OF THE SETTLEMENT CLASS

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Settlement Class for settlement purposes only:

> The approximately three million, four hundred and thirteen thousand (3,413,000) persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach.

5. Excluded from the Settlement Class are (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and

directors, (iii) Persons with a Valid Request for Exclusion, identified in **Exhibit A** (filed under seal) to the Judgment and (iv) the successors or assigns of Persons with a Valid Request for Exclusion. Such Persons are not releasing any claims, are not bound by the terms of the Settlement Agreement, shall not share in the monetary benefits of the Settlement, and this Order and the Judgment do not affect their legal rights to pursue any claims they may have against Defendants.

6. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to California Code of Civil Procedure § 382 have been met, in that: (i) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (ii) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (iii) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (iv) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (v) a class action is the superior method to fairly and efficiently adjudicate this controversy.

II. NOTICE TO THE SETTLEMENT CLASS

7. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its release of the Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all Persons without a Valid Request for Exclusion; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

III. FINAL APPROVAL OF THE SETTLEMENT

8. The Court finds that the Settlement resulted from arm's-length negotiations between

Class Counsel and Defendants.

9. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

10. The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

11. The Parties shall effectuate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its release of the Released Claims, shall be deemed incorporated herein as if explicitly set forth herein.

IV. SETTLEMENT AND RELEASE OF CLAIMS

12. Immediately upon the Effective Date and Defendants' fully funding of the total Settlement Fund of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00), (i) Plaintiffs, (ii) all Persons in the Settlement Class, including Participating Settlement Class Members and Non-Participating Settlement Class Members, and (iii) each of the respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees, or affiliates of such Plaintiffs and Persons (the "Releasing Parties") shall be deemed to have, and by operation of this Order and the Judgment shall have, fully, finally, and forever settled, released, acquitted, relinquished, and discharged each of the Released Parties from any and all Released Claims.

13. For purposes of this Order and the Judgment, "Released Claims" means, to the fullest extent permitted by law, all claims and causes of action, whether accrued or unaccrued, including causes of action in law, claims in equity, complaints, suits and petitions, and allegations of wrongdoing, demands for legal, equitable and administrative relief (including claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle, breach of the duty to indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, and expenses), regardless of

whether the claims and causes of action are based on federal, state, local, or foreign law, statute, ordinance, regulation, contract, or common law, or another source, that the Releasing Parties had, have, or may have in the future (including assigned claims) that were, have been, or reasonably could have been asserted in the Action, or that were, have been, reasonably could have been, or may in the future be asserted in another action or proceeding before any court, arbitrator(s), tribunal, administrative body or other forum (including any federal, state, local, or foreign regulatory body), based on, by reason of, in connection with, or that are reasonably related to the allegations—including the transactions, facts, matters, occurrences, representations, and omissions—set forth or referred to in the Complaint.

14. Immediately upon the Effective Date and Defendants' fully funding of the total Settlement Fund of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00), each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARDS TO CLASS REPRESENTATIVES

15. The Court awards attorneys' fees of $__________ and reimbursement of Litigation Costs in the amount of $__________, totaling $__________, and payment of a Service Award in the amount of $_______ to each Class Representative. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate any approved Fee Award and Costs amongst Class Counsel and any other Plaintiffs' Counsel.

VI. OTHER PROVISIONS

16. The Court retains, in accordance with California Code of Civil Procedure § 664.6, continuing and exclusive jurisdiction over the Action and the Parties to this Settlement Agreement, including Defendants and all Settlement Class Members, to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties,

but without affecting the finality of the Judgment.

17. In the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, (i) the Parties, Class Counsel, and Defendants' Counsel shall have no obligation to repay any of the Administrative Expenses paid or incurred, and (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the payor and no other Person or entity shall have any claim whatsoever to such amounts. Administrative Expenses are capped at $2,450,000 regardless of the claims rate, unless the reminder notice was triggered pursuant to Paragraph 96(e) of the Settlement Agreement, in which case Administrative Expenses are capped at $4,210,804.83.

IT IS SO ORDERED.

____

Hon. Timothy P. Dillon
Judge of the Superior Court

EXHIBIT 3

Head, et al. v. Regal Medical Group, Inc., et al.
Case No. 23STCV02939 (Los Angeles Sup. Ct.)

Notice of Regal Medical Data Breach Settlement

A state court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely, as it may affect your legal rights.

IMPORTANT MESSAGE FROM THE COURT

To receive benefits and/or payments from this Settlement, simply tear off and mail the Claim Form attached to the postcard you received (postage is prepaid). To receive your three free years of Identity Theft Monitoring Services, which is Medical Shield Total provided by CyEx, please include a valid email address on the postcard before mailing. You may be eligible to receive additional benefits from the Settlement—please read below or go to www.RegalMedicalSettlement.com and submit a Claim Form using your Claim Number and Last Name (located on the postcard notice you received).

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

- A proposed Settlement has been reached with Defendants Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc. ("Defendants") relating to the incident Defendants announced in February 2023 ("Data Breach").

- If you received a notice from Defendants in or around February or March 2023 about the Data Breach, you are a "Proposed Settlement Class Member". You will therefore be a "Settlement Class Member" entitled to participate in the Settlement unless you meet one of the exceptions set forth in paragraph 6 below or decide to exclude yourself as set forth in paragraph 26 below.

- Under the Settlement, Defendants have agreed to establish a Settlement Fund to pay for (i) Identity Theft Monitoring Services; (ii) a cash payment (a "Monetary Payment") for the alleged damages suffered as a result of allegedly having your information involved in the Data Breach, which includes damages for the claims brought under the Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq.*; (iii) a cash payment (a "Documented Time Payment") of up to $210 for up to an additional seven hours of documented time fairly traceable to the Data Breach, valued at $30 per hour; (iv) a cash payment (a "Fraud/Out-of-Pocket Costs Payment") of up to $10,000 for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach; and (v) the costs of the settlement administration, court-approved attorneys' fees and expenses, and service awards for Class Representatives.

- 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. <u>If you are a Settlement Class Member, your legal rights will be affected whether or not you take action.</u> Please read this entire Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	**EXPLANATION**	**DEADLINE**
SUBMIT A CLAIM FORM AND OBTAIN BENEFITS UNDER THE SETTLEMENT	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including credit monitoring and insurance services, reimbursement of losses or out-of-pocket costs, and money for time spent addressing issues fairly traceable to the Data Breach. If you submit a Claim Form, you will give up the right to sue Defendants and certain related parties in any separate lawsuit based on claims related to the Data Breach.	**Claims must be filed on or before ________, 202_.**
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants, or certain related parties, based on claims related to the Data Breach. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.	**Requests for exclusion must be mailed on or before ________, 202_.**
OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by filing a statement with the Settlement Administrator and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Settlement Administrator to provide comments or reasons why you support the Settlement. If you object, you may also submit a Claim Form to receive Settlement benefits, and you will give up the right to sue the Defendants and certain related parties in any separate lawsuit based on claims related to the Data Breach.	**Objections must be filed and mailed on or before ________, 202_.**

ATTEND THE FINAL FAIRNESS HEARING ON JANUARY 28, 2026	You may attend the Final Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. You are not required to attend the Final Fairness Hearing.	
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties based on claims related to the Data Breach.	

BASIC INFORMATION

1. Why did I get this Notice?

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

The Honorable Timothy P. Dillon of the Superior Court of the State of California, County of Los Angeles, is overseeing this class action. The case is known as *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939 (Los Angeles Sup. Ct.) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs," and the companies they sued, Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc., are called "Defendants."

2. What is this lawsuit about?

In February 2023, Defendants announced that, in December 2022, unauthorized parties potentially accessed the personally identifiable information and protected health information of approximately 3,413,000 members and patients of Defendants, including their names, Social Security Numbers (for certain, but not all, potentially impacted individuals), addresses, dates of birth, diagnosis and treatment information, laboratory test results, prescription data, radiology reports, health plan member numbers and phone numbers.

The Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. The Plaintiffs further claim that information of Proposed Settlement Class Members was stolen, accessed, viewed, used and acquired by, and disclosed to, unauthorized parties, that information concerning the Data Breach has appeared, and will continue to appear, publicly, including on the internet and the dark web, and that Proposed Settlement Class Members have experienced and will continue to experience injury, harm, damages, and losses as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, Defendants are not admitting any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Proposed Settlement Class Members who exclude themselves from the Settlement Class.
The Class Representatives in this case are Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole.

4. Why is there a Settlement?

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

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

If you received a postcard or email notice of this Settlement, you have been identified as a Proposed Settlement Class Member. More specifically, you are a Proposed Settlement Class Member, and you are affected by this Settlement, if you received a notice from Defendants in or around February or March 2023 concerning the Data Breach and you do not fall within one of the exceptions listed below.

6. Are there exceptions to being included in the Settlement?

Yes, the Settlement Class does not include (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.RegalMedicalSettlement.com or email the Settlement Administration at info@RegalMedicalSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following benefits:

- **Three years of comprehensive Identity Theft Monitoring Services** through CyEx;
- **Cash payment for Monetary Payment** depending on the participation rate for the Settlement, the amount of which will be a pro rata share of the remaining Net Settlement Fund after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid;
- **Cash payment of up to $210 for Documented Time,** for up to an additional seven hours of documented time fairly traceable to the Data Breach, valued at up to $30 per hour; and
- **Cash payment of up to $10,000 for Fraud/Out-of-Pocket Costs,** for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach.

9. Tell me more about the Identity Theft Monitoring Services.

Identity Theft Monitoring Services provides a way to protect yourself from unauthorized use of your information. If you already have medical or monitoring services, you may still sign up for this additional protection. The three years of Identity Theft Monitoring Services are being provided by CyEx. These Identity Theft Monitoring Services include:

- 3-Bureau credit monitoring;
- Healthcare Insurance Plan ID Monitoring;
- Medicare Beneficiary Identifier ID Monitoring;
- Medical Record Number Monitoring, International Classification of Disease Monitoring;
- National Provider Identifier Monitoring;

- Health Savings Account Monitoring;
- Dark Web Monitoring
- $1,000,000 Identity Theft Insurance;
- Real-Time Authentication Alerts;
- High-Risk Transaction Monitoring;
- Security Freeze Assist;
- Victim Assistance; and
- Insight & Tips.

More information about the Identity Theft Monitoring Services being provided by CyEx through this Settlement is available at ____________.

10. Tell me more about the Monetary Payments.

You may qualify for a cash "Monetary Payment."

Each Participating Settlement Class Member electing to receive a Monetary Payment will receive a check from the Settlement Fund for the alleged damages suffered as a result of allegedly having information involved in the Data Breach, which includes damages for the claims brought under the California Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq*. The check amount will depend on the participation rate for the Settlement and the amount will be each Participating Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid.

The following chart depicts an approximation of the Monetary Payment amounts based on the participation rate of the Settlement:

Participation Rate	Approximate Monetary Payment
2%	$357.97
4%	$171.80
6%	$114.53
8%	$85.90

10%	$68.72

The exact amount will depend on the amount of approved Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services.

The act of submitting a valid Claim Form to the Settlement Administrator (via U.S. Mail, email, or through the Settlement Website) entitles a Class Member to be a Participating Settlement Class Member and constitutes a representation that they are electing to receive Identity Theft Monitoring Services and a Monetary Payment under the Settlement.

11. Tell me more about cash payments for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach, including time spent addressing any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number) incurred on or after December 1, 2022, you may qualify for an additional cash payment of up to $30 per hour for up to seven hours of time (up to $210).

To receive a Documented Time Payment, you will be required to state the actual time spent remedying issues fairly traceable to the Data Breach, swear that the information you are providing is "true and accurate under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Documented Time Payments exceed one million dollars and zero cents ($1,000,000.00). If the total value of Approved Claims for Documented Time were to exceed one million dollars and zero cents ($1,000,000.00), then all Documented Time Payments shall be reduced pro rata.

12. Tell me more about Cash Payments for Fraud/Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft or fraud that was fairly traceable to the Data Breach, or if you spent money to protect yourself from future harm because of the Data Breach, you may make a claim for reimbursement of up to $10,000 in Fraud/Out-of-Pocket Costs. Fraud/Out-of-Pocket Costs consist of unreimbursed costs or losses incurred on or after December 1, 2022, including losses related to identity theft or fraud, which are fairly traceable to the Data Breach. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number. Other losses or costs fairly traceable to the Data Breach may also be eligible for reimbursement.

To receive a Fraud/Out-of-Pocket Costs Payment, you will be required to swear that the information you are providing is "true and accurate under penalty of perjury" and provide Reasonable Documentation that demonstrates the Fraud/Out-of-Pocket Costs to be reimbursed. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Fraud/Out-of-Pocket Costs Payments exceed two million dollars and zero cents ($2,000,000.00). If the total value of Approved Claims for Fraud/Out-of-Pocket Costs were to exceed two million dollars and zero cents ($2,000,000.00), then all Fraud/Out-of-Pocket Costs Payments shall be reduced pro rata.

13. Have Defendants taken remedial measures in response to the data incident?

Defendants have taken certain reasonable steps to secure their systems and environments from future threats, including *inter alia*, implementing mandatory multi-factor authentication; updating privileged accounts and active directory passwords; contracting third parties to provide managed detection and response 24/7 security operations center designed to monitor, prevent, detect, investigate, and respond to cyber threats continually; implementing new data security applications; engaging a third party to perform a HIPAA Security Rule risk analysis; and achieving compliance with a globally recognized certification with rigorous and comprehensive security and privacy requirements, which are estimated to cost Defendants $3,446,000.00. These efforts and changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information.

14. What is the total value of the Settlement?

Defendants have agreed to pay $49,995,000.00 to resolve all claims brought in this Action. Plaintiffs conservatively estimate that the value of the Settlement Benefits conferred to the Settlement Class is likely in excess of $89 million, based on the amount of the Settlement Fund, the value of at least three years of Identity Theft Monitoring Services provided to Settlement Class Members, and Defendants' business practices changes. The total value of the Settlement Benefits provided to the Class is $49,995,000.00 plus the estimated costs of Defendants' business practices changes and an additional $36,798,966.00 for every one percent (1%) of Class Members receiving Identity Theft Monitoring Services, before excluding the cost of Identity Theft Monitoring Services. Therefore, if one percent (1%) of the Settlement Class enrolls in Identity Theft Monitoring Services, Plaintiffs estimate the total value of the Settlement Benefits offered to the Settlement Class is $89,424,259.00, after excluding the cost of providing Identity Theft Monitoring Services from the Settlement Fund. Plaintiffs will provide the exact value of the Settlement prior to the Final Fairness Hearing based on the final number of claims submitted. Defendants take no position with respect to the value of the Settlement.

The $49,995,000.00 Settlement Fund will be used to provide the three years of Identity Theft Monitoring Services to each Settlement Class Member who submits a valid claim, a cash payment for Monetary Payment if applicable, an additional cash payment of up to $210 to each Settlement Class Member who submits a valid claim for a Documented Time Payment, and a cash payment of up to $10,000 to each Settlement Class Member who submits a valid claim for a Fraud/Out-of-Pocket Costs Payment. Any court-approved attorneys' fees and costs; Service Awards to the Class Representatives; Taxes due on any interest earned by the Settlement Fund, if necessary; and any Administrative Expenses will be paid out of the Settlement Fund; and the balance will be used to pay for the above benefits.

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

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

16. What are the Released Claims?

In exchange for the Settlement, (i) Plaintiffs, (ii) all Persons in the Settlement Class, including Participating Settlement Class Members and Non-Participating Settlement Class Members, and (iii) each of the respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees, or affiliates of such Plaintiffs and Persons (the "Releasing Parties") agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future owners, officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel ("Released Parties") from, to the fullest extent permitted by law, all claims and causes of action, whether accrued or unaccrued, including causes of action in law, claims in equity, complaints, suits and petitions, and allegations of wrongdoing, demands for legal, equitable and administrative relief (including claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle, breach of the duty to indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, and expenses), regardless of whether the claims and causes of action are based on federal, state, local, or foreign law, statute, ordinance, regulation, contract, or common law, or another source, that the Releasing Parties had, have, or may have in the future (including assigned claims) that were, have been, or reasonably could have been asserted in the Action, or that were, have been, reasonably could have been, or may in the future be asserted in another action or proceeding before any court, arbitrator(s), tribunal, administrative body or other forum (including any federal, state, local, or foreign regulatory body), based on, by reason of, in connection with, or that are reasonably related to the allegations—including the transactions, facts, matters, occurrences, representations, and omissions—set forth or referred to in the Complaint.

More information is provided in the Settlement Agreement which is available at www.RegalMedicalSettlement.com.

How To Get Settlement Benefits – Submitting a Claim Form

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

Claim Forms may be submitted online at www.RegalMedicalSettlement.com, or mailed or emailed to the Settlement Administrator at the mailing address or email address, respectively, on the form. Claim Forms are also available for download on the Settlement Website (www.RegalMedicalSettlement.com) or you may request one by emailing info@RegalMedicalSettlement.com or writing to *Regal Medical Data Breach Litigation*, P.O. Box _____, ______, CA _____. The quickest way to file a claim is online through the Settlement Website.

If you received a postcard notice by mail or an email notice, please use your Claim Number and Last Name, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, please email info@RegalMedicalSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is ______, 202_.**

18. How do I make a claim for Identity Theft Monitoring Services?

If you received a postcard notice in the mail, you may use the Claim Form provided to file a claim for Identity Theft Monitoring Services. Simply provide your email address (required to obtain Identity Theft Monitoring Services), tear the Claim Form at the perforation, and place it in the mail postmarked on or before **_______, 202_**. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or mail a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at www.RegalMedicalSettlement.com. Instructions for filling out a claim for Identity Theft Monitoring Services are included on the Claim Form. **The deadline to file a claim for Identity Theft Monitoring Services is _______, 202_.** You may file a claim for Identity Theft Monitoring Services in addition to claims for Monetary Payment, Documented Time Payment, and Fraud/Out-of-Pocket Costs Payment.

19. How do I make a claim for a Monetary Payment?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a cash payment for the alleged damages suffered as a result of allegedly having information involved in the Data Breach, which includes damages for the claims brought under the California Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq*. To file a claim for a Monetary Payment, simply tear the Claim Form at the perforation, and place it in the mail postmarked on or before **_____, 202_**. Following submission of a valid claim, a check will automatically be mailed to the address where the Settlement Administrator mailed the Notice. If you wish to receive your payment via electronic payment instead of a check, simply provide your email address (optional) on the Claim Form. If you would like to receive your payment at another address or via electronic payment, but would prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online, or mail or email a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at www.RegalMedicalSettlement.com. Instructions for filling out a claim for Monetary Payment are included on the Claim Form. **The deadline to file a claim for Monetary Payment is ______, 202_.** You may file a claim for Monetary Payment in addition to claims for Identity Theft Monitoring Services, Documented Time Payment, and Fraud/Out-of-Pocket Costs Payment.

20. How do I make a claim for a Documented Time Payment?

To file a claim for cash payment of up to $210 for Documented Time spent remedying or addressing issues fairly traceable to the Data Breach, you must submit a valid Claim Form electing to receive a Documented Time Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.RegalMedicalSettlement.com. Instructions for filling out a claim for Documented Time are included on the Claim Form. **The deadline to file a claim for Documented Time is ______, 202_.** You may file a claim for Documented Time in addition to claims for Identity Theft Monitoring Services, Monetary Payment, and Fraud/Out-of-Pocket Costs Payment. If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, you may still receive compensation for a Monetary Payment.

20. How do I make a claim for a Fraud/Out-of-Pocket Costs Payment?

To file a claim for a cash payment of up to $10,000 for reimbursement of Fraud/Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive a Fraud/Out-of-Pocket Costs Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.RegalMedicalSettlement.com. Instructions for filling out a claim for Fraud/Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Fraud/Out-of-Pocket Costs is ___________, 202_.** You may file a claim for Fraud/Out-of-Pocket Costs in addition to claims for Identity Theft Monitoring Services, Monetary Payment, and Documented Time Payment.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing info@RegalMedicalSettlement.com or by writing to *In re Regal Medical Data Breach Litigation*, P.O. Box ________, ________, CA _______.

22. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for Identity Theft Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a postcard notice in the mail, keep it in a safe place, as you will need the unique Claim Number provided on the postcard notice to activate your Identity Theft Monitoring Services at the __________ website.

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

None of the money in the $49,995,000.00 Settlement Fund will be paid back to Defendants, in the event the Effective Date occurs. If there is any money left in the Settlement Fund 150 days after the distribution of payments to Settlement Class Members, a subsequent Residual Monetary Payment will be evenly made to all Participating Settlement Class Members with Approved Claims, provided that the average check amount is equal to or greater than three dollars and no cents ($3.00). If the average check amount in a Residual Monetary Payment distribution would be less than three dollars and no cents ($3.00), the remaining Net Settlement Fund will be used to extend the Identity Theft Monitoring Services to Participating Settlement Class Members receiving that benefit for as long as possible. Any residual funds remaining in the Net Settlement Fund will not revert to Defendants and will be distributed to the Non-Profit Residual Recipient.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed as Class Counsel, Scott Edward Cole of Cole & Van Note, Daniel S. Robinson of Robinson Calcagnie, Inc., and Jean Martin of Morgan & Morgan

Complex Litigation Group to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses (expenses are currently approximately $138,766.80) of up to $16,665,000. They will also ask the Court to approve $7,500 Service Awards to each of the seven Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement Website at www.RegalMedicalSettlement.com before the deadline for you to comment or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator by emailing info@RegalMedicalSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Proposed Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or "opt-out" of the Settlement.

26. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a Request for Exclusion. A Valid Request for Exclusion must include (i) the case name *Head v. Regal Medical Group*, Case No. 23STCV2939, (ii) your full name, current mailing address, telephone number, and email address, (iii) a statement that you want to be excluded from the Settlement in the Action, and (iv) your signature. A Valid Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked or received by the Settlement Administrator no later than **________, 202_.**

In re Regal Medical Data Breach Litigation
P.O. Box ________
________, CA _____

You cannot exclude yourself online, by telephone, or by email.

27. If I exclude myself, can I still get Identity Theft Monitoring Services and a cash payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. The only way to obtain settlement benefits including Identity Theft Monitoring Services and a cash payment is to remain a Settlement Class Member and submit a valid Claim Form.

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by submitting an objection. To object, you can do so in writing, in person, or through counsel, at your own expense, at the Fairness Hearing.

If you object in writing, you must mail the objection before _______, 2025, with the caption *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939, and include: (i) your full name, current mailing address, telephone number, and email address; (ii) a concise statement for the reasons for your objection; and (iii) your signature.

The objection must be postmarked no later than _______, 202_, and mailed first-class postage prepaid to the Settlement Administrator and Class Counsel at the following five addresses:

Class Counsel	Defendants' Counsel
Scott Edward Cole Cole & Van Note 555 12th Street, Ste. 2100 Oakland, CA 94607 Daniel S. Robinson c/o Heritage Data Breach Settlement Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658-8962 Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor Tampa, FL 33602	Antony L. Ryan Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Bruce E. Copeland Nixon Peabody LLP One Embarcadero Center, 32nd Floor San Francisco, CA 94111

The Court will hear from any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures.

Class Counsel will submit the objections to the Court with the Final Approval Papers.

Class Counsel will file their request for attorneys' fees, reimbursement of litigation costs, and Service Awards for the Class Representative with the Court, which will also be posted on the Settlement Website, at www.RegalMedicalSettlement.com.

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

Objecting is informing the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is informing the Court you do not want to be part of the Settlement Class or participate in the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **January 28, 2026, at 10:00 a.m.** before the Honorable Timothy P. Dillon, Superior Court of the State of California, County of Los Angeles, Complex Civil, 312 North Spring Street, Dept. 15, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's application for attorneys' fees and expenses as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

32. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file and mail an objection, you do not have to attend the hearing. As long as you file and mail your written objection on time and as set forth above, it will be considered by the Court.

33. May I speak at the Final Fairness Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding his or her objection.

If you filed an objection, you should indicate whether you intend to appear in your objection (see Question 29). Your objection should state whether it is your intention to appear at the Final Fairness Hearing and should identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Final Fairness Hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class but will not receive any Settlement benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at www.RegalMedicalSettlement.com or by writing to *In re Regal Medical Data Breach Litigation*, P.O. Box ______, _______, CA _____. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the Los Angeles County Superior Court or reviewing the Court's online docket.

If you have questions, you may contact Class Counsel at:

Scott Cole
Cole & Van Note
555 12th Street, Ste. 2100
Oakland, CA 94607

Daniel S. Robinson
c/o Heritage Data Breach
Settlement
Robinson Calcagnie, Inc.
P.O. Box 2350
Newport Beach, CA 92658-8962

Jean Martin
Morgan & Morgan Complex
Litigation Group
201 N. Franklin St., 7th Floor
Tampa, FL 33602

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS.

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Timothy Head, *et al.*, Plaintiffs, v. Regal Medical Group, Inc., *et al.*, Defendants.	**<u>CLASS ACTION</u>** **Case No. 23STCV02939** Assigned for All Purposes to: Hon. Timothy P. Dillon, Dept. 15 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONALLY CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY** [Filed Concurrently with Motion and Declarations] Date: July 30, 2025 Time:. 10:00 a.m. Dept.: 15

WHEREAS, on October 21, 2024, Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole filed a Third Amended Class Action Complaint;

WHEREAS, Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole ("Plaintiffs"), individually and on behalf of themselves and the proposed Settlement Class (defined below), and Defendants Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc. (collectively, "Defendants"), (collectively, the "Parties"), have entered into a Settlement Agreement (collectively, the "Settlement") resolving the Action, subject to Court approval;

WHEREAS, the Action was settled as a result of arm's-length negotiations, investigation and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel are experienced in similar litigation; and

WHEREAS, Plaintiffs, the proposed Class Representatives, have moved the Court for entry of an order preliminarily approving the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of notice upon the terms and conditions set forth in the Settlement, together with all exhibits thereto.

WHEREAS, the Court having considered the Settlement, together with all exhibits thereto and records in this case, and the arguments of counsel and for good cause appearing, hereby orders as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class for Settlement Purposes Only is GRANTED. The terms defined in the Settlement shall have the same meaning in this Order.

2. Having made the finding set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only:

> The approximately three million, four hundred and thirteen thousand (3,413,000) persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach.

3. Excluded from the Settlement Class are (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

4. For settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure § 382 have been met, in that: (i) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (ii) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (iii) the claims of the Plaintiff are typical of the claims of the Settlement Class; (iv) Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (v) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court hereby appoints Plaintiffs Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole as the Class Representatives for the Settlement Class.

6. The Court hereby appoints Daniel S. Robinson of Robinson Calcagnie, Inc., Scott Edward Cole of Cole & Van Note, and Jean Martin of Morgan & Morgan Complex Litigation Group as Class Counsel.

II. PRELIMINARY APPROVAL

7. The terms of the Settlement, including its proposed releases, are preliminarily

approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program, and are subject to further and final consideration at the Final Approval Hearing provided for below. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length negotiations conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Parties and the Settlement Class.

8. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is voided, terminated or cancelled for any reason: (i) the Parties, Class Counsel, and Defendants' Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Paragraph 109 of the Settlement Agreement; and (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with Paragraph 109 of the Settlement Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to the payor and no other Person or entity shall have any further claim whatsoever to such amounts.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

9. The Court appoints Simpluris as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement. Administrative Expenses are capped at $2,450,000 regardless of the claims rate, unless the reminder notice is triggered pursuant to Paragraph 96(e) of the Settlement Agreement, in which case Administrative Expenses are capped at $4,210,804.83.

10. The Court has considered the Notice provisions of the Settlement, the notice program set forth in the Declaration of Daniel S. Robinson, and the Notices, attached as Exhibits 3 and 5 to the Settlement Agreement, copies of which are attached hereto as **Exhibits 1 and 2**. The Court finds that the direct mailing of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Notices attached as Exhibits 3 and 5 to the

Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Order in accordance with the terms of the Settlement.

11. The Court approves as to form and content the Claim Form attached as Exhibit 1 to the Settlement Agreement, a copy of which is attached hereto as **Exhibit 3**.

12. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement and the Claim Form under which they are entitled to seek relief. The Claims Deadline is 105 days after the Notice Date. In order to provide additional time for Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c of the Settlement Agreement, the Parties have extended the Claims Deadline for all Settlement Class Members to a one hundred and five (105) days, an additional fifteen (15) days from a ninety (90) day deadline. All Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures of the Settlement and respective Claim Form shall be forever barred from receiving any such benefit but will in all other respects be subject to and bound by the provisions of the Settlement and the release of the Released Claims contained therein.

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

13. Each Person wishing to opt out of the Settlement Class must sign and timely mail written notice of such intent to the designated address established by the Settlement Administrator. The written notice must (i) be postmarked or received no later than 75 days after the Notice Deadline; and (ii) include (A) the case name *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939; (B) the Proposed Settlement Class Member's full name, current mailing address, telephone number, and email address; (C) a statement that the Proposed Settlement Class Member wants to be excluded from the Settlement in the Action; and (D) the Proposed Settlement Class Member's signature. In order to provide additional time for Proposed Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c of the Settlement Agreement, the Parties have extended the Opt-Out Period for all Proposed Settlement Class Members to a seventy-five (75) day deadline, an additional fifteen (15) days from a sixty (60) day deadline.

14. Persons who submit a Valid Request for Exclusion shall neither receive any benefits of nor be bound by the terms of the Settlement.

15. Persons falling within the definition of the Settlement Class who do not submit a Valid Request for Exclusion shall be bound by the terms of the Settlement, including its release of the Released Claims, and all orders entered by the Court in connection therewith.

V. OBJECTIONS

16. Each Settlement Class Member desiring to object to the class action components of the Settlement must mail the objection, within seventy-five (75) days of the Notice Date, with the caption *Head, et al. v. Regal Medical Group, Inc., et al.*, Lead Case No. 23STCV02939, and include: (i) the Settlement Class Member's full name, current mailing address, telephone number, and email address; (ii) a concise statement for the reasons for the objection; and (iii) the Settlement Class Member's signature. In order to provide additional time for Settlement Class Members who are re-mailed a Summary Notice pursuant to Paragraph 96.c of the Settlement Agreement, the Parties have extended the Objection Deadline for all Settlement Class Members to seventy-five (75) days, an additional fifteen (15) days from a sixty (60) day deadline.

17. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, including its release of the Released Claims, the Order and Judgment approving the Settlement, and Class Counsel's motion(s) for award Awards, Costs, and Expenses.

VI. THE FINAL FAIRNESS HEARING

18. The Court will hold a Final Fairness Hearing on January 28, 2026, at 10:00 a.m., in Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012 to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by

Class Counsel for the Fee Award and Costs as provided for under the Settlement; (d) the application for Service Awards as provided for under the Settlement; (e) whether the release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures. The Final Fairness Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

19. The Plaintiffs shall file their Motion for Final Approval of Class Action Settlement Agreement 150 days after preliminary approval. No later than 14 days prior to the Final Fairness Hearing, Plaintiffs shall file their Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement, including, as needed, a response to any valid and timely objections.

20. Plaintiffs shall file their Motion for Award of Attorney's Fees, Costs, and Expenses, and Class Representative Service Awards at least 21 days before the Objection Deadline, which is 75 days after the Notice Date. If an opposition or objection is filed, no later than 14 days prior to the Final Fairness Hearing, Plaintiffs shall file their Reply Brief in Support of Motion for Award of Attorneys' Fees, Costs, and Service Awards.

21. The requested award for the Fee Award and Costs shall not exceed $16,665,000. The requested Service Awards shall not exceed $7,500 for each Class Representative. The Administrative Expenses shall be capped at $2,450,000 regardless of the claims rate. If the reminder notice is triggered pursuant to Paragraph 96(e) of the Settlement Agreement, the Administrative Expenses shall be capped at $4,210,804.83 to account for the increased costs of a reminder notice.

22. The related time periods for events preceding the Final Fairness Hearing are as follows:

Event	**Timing**
Defendants to Provide Settlement Class Lists	7 Days after Preliminary Approval Order

Event	Timing
Notice Disseminated	30 Days after Receipt of Settlement Class Lists
Objection Deadline and End of Opt-Out Period	75 Days after Notice Date
Claims Deadline	105 Days after Notice Date
Opening Papers in Support of Final Approval	150 Days after Preliminary Approval Order
Motion for Award of Attorneys' Fees, Costs, and Service Awards	21 Days before Objection Deadline
Response to Plaintiffs' Fee Request (if any)	No later than 14 days prior to Final Fairness Hearing
Reply Papers in Support of Final Approval (if any)	14 Days Prior to Final Fairness Hearing
Responses to any objections (if any)	14 Days Prior to Final Fairness Hearing
Final Fairness Hearing	January 28, 2026, at 10:00 a.m.

23. The existing stay of the Action shall remain in effect pending the Court's ruling on the Motion for Preliminary Approval. Any action brought by a Settlement Class Member concerning a Released Claim is stayed and shall remain stayed pending final approval of the Settlement.

IT IS SO ORDERED.

____
Hon. Timothy P. Dillon
Judge of the Superior Court

EXHIBIT 5

In re Regal Medical Data Breach Litigation
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Court Approved Legal Notice
Head, et al. v. Regal Medical Group, Inc., et al.
Case No. 23STCV02939 (Los Angeles Sup. Ct.)

You Can Get a Cash Payment and FREE Identity Theft Monitoring Services To Help Protect Your Personal Information That May Have Been Impacted in the REGAL MEDICAL DATA BREACH.

A state 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.

www.RegalMedicalSettlement.com
1-888-888-8888

Para notificación en Español, llamar o visitar nuestro sitio web

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»
Postal Service: Please do not mark barcode

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

What is this Notice about? A proposed Settlement has been reached with Regal Medical Group, Inc., and other affiliates of Heritage Provider Network, Inc. ("Defendants") relating to a December 2022 Data Breach. Plaintiffs allege unauthorized parties accessed the private information of Defendants' members and patients. For a complete list of Defendants involved, please go to www.RegalMedicalSettlement.com. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is included in the Settlement? Records indicate you are a Settlement Class Member because Defendants notified you of the Data Breach. Excluded from the Class are: (i) the Judges in the litigation and their families, (ii) the Defendants and certain related entities, as well as their current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and their successors or assigns.

What benefits can I receive? Settlement Class Members can obtain several valuable benefits described below. **Cash payments may be reduced pro rata, depending on the number of Settlement Class Members who participate in the Settlement.**

- **Three years of free Identity Theft Monitoring Services** through CyEx;
- **Monetary Payment**, for allegedly having information involved in the Data Breach. The amount depends on the participation rate, but will be each Settlement Class Member's pro rata share of the Net Settlement Fund, after all other Settlement benefits have been paid.
- **Cash payment of up to $210 for Documented Time**, for up to seven hours of documented time spent fairly traceable to the Data Breach, valued at up to $30 per hour; and
- **Cash payment of up to $10,000 for Fraud/Out-of-Pocket Costs**, for reimbursement of documented losses and/or expenditures fairly traceable to the Data Breach. Losses and/or expenditures must have occurred on or after December 1, 2022.

How can I receive the Settlement benefits? You must file and submit a Claim Form, including any required documentation, on or before Month DD, YYYY. You may use the attached Claim Form to file a claim for a Monetary Payment and/or Identity Theft Monitoring Services. To file a claim for a Documented Time Payment and/or Fraud/Out-of-Pocket Costs Payment, you must submit a Claim Form or obtain a Claim Form at **www.RegalMedicalSettlement.com** or by emailing **info@RegalMedicalSettlement.com**.

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, and will not be able to start, continue or be part of any other lawsuit against Defendants based on claims relating to the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by submitting a Valid Request for Exclusion. If you do not exclude yourself, you may object to the Settlement. **To exclude yourself or object, you must follow the instructions available online at www.RegalMedicalSettlement.com. Requests for exclusion or objections must be postmarked or filed by Month DD, YYYY.**

What happens next? The Court will hold a hearing on January 28, 2026, at 10:00 a.m. to consider whether to approve the Settlement and award up to $16,665,000 for attorneys' fees and costs as well as up to $7,500 to each of the seven Class Representatives. You or your attorney may ask to appear at the hearing, but are not required to do so.

More Information. Complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice, and the Settlement Agreement are available online at **www.RegalMedicalSettlement.com** or by calling toll-free **1-888-888-8888**.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

In re Regal Medical Data Breach Litigation
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

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

REGAL MEDICAL DATA BREACH CLAIM FORM

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»

CLAIM NO: «SIMID»

You may submit this Claim Form for Identity Theft Monitoring Services and a cash payment for alleged damages suffered as a result of allegedly having your information involved in the Data Breach, which includes damages for claims brought under the California Confidentiality of Medical Information Act ("CMIA") and the California Consumer Privacy Act ("CCPA") ("Monetary Payment"). Claims for Fraud/Out-of-Pockets Costs and Documented Time must be submitted online at www.RegalMedicalSettlement.com using your Claim Number and Last Name (located above) or by printing a Claim Form from the website.

IDENTITY THEFT MONITORING SERVICES: You have been identified as a Proposed Settlement Class Member in this class action settlement and may therefore be eligible to receive free Identity Theft Monitoring Services.

Provide your email address and return this Claim Form **no later than Month DD, YYYY** to file a claim for Identity Theft Monitoring Services, or submit your claim online at www.RegalMedicalSettlement.com (Email required unless Claim Form submitted online).

Yes, I would like to receive Identity Theft Monitoring Services. Email: ______________________________

MONETARY PAYMENTS: You may file a claim for a Monetary Payment, estimated to be between $357.97 and $68.72, if the claims rate is between 2% and 10%. The precise payment amount will depend on the claims rate for the Settlement but will be each Participating Settlement Class Member's pro rata share of the remaining Net Settlement Fund after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid.

To receive a check by mail at the address above, simply return this Claim Form **no later than Month DD, YYYY**. To receive your Monetary Payment electronically, select your preferred payment method and provide your email address below.

Email address for electronic payment (optional) ______________________________. Select one: ☐ PayPal, ☐ Venmo, ☐ Zelle

EXHIBIT 6

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Timothy Head, *et al*., Plaintiffs, v. Regal Medical Group, Inc., *et al*., Defendants.	**CLASS ACTION** Case No. 23STCV02939 Assigned for All Purposes to: Hon. Timothy P. Dillon; Dept. 15 **[PROPOSED] JUDGMENT**

On ___________________, 202_, the Court held a Final Fairness Hearing to consider approval of this class action Settlement. On ___________________, 202_, the Court [granted] Plaintiffs' Motion for Final Approval of Class Action Settlement and [granted] Plaintiffs' Motion for Class Counsel's Fee Award and Costs and the Class Representatives' Service Awards (the "Order").

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Judgment, and the Order entered contemporaneously herewith, incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Judgment and the Order.

2. The Court has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, settle and release all claims released in the Settlement, and enter final judgment.

3. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court has certified the following Settlement Class for settlement purposes only:

> The approximately three million, four hundred and thirteen thousand (3,413,000) persons who are identified on the Settlement Class List, including Plaintiffs, who were notified that their Private Information may have been disclosed in the Data Breach.

4. Excluded from the Settlement Class are (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, identified in **Exhibit A** hereto (filed under seal) and (iv) the successors or assigns of Persons with a Valid Request for Exclusion. Such Persons are not releasing any claims, are not bound by the terms of the Settlement Agreement, shall

not share in the monetary benefits of the Settlement, and this Judgment does not affect their legal rights to pursue any claims they may have against Defendants.

5. For settlement purposes only, with respect to the Settlement Class, the Court has confirmed that the prerequisites for a class action pursuant to California Code of Civil Procedure § 382 have been met, in that: (i) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (ii) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (iii) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (iv) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (v) a class action is the superior method to fairly and efficiently adjudicate this controversy.

6. Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. Such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its release of the Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all Persons without a Valid Request for Exclusion; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

7. The Settlement resulted from arm's-length negotiations between Class Counsel and Defendants.

8. The Court finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

9. Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

10. Immediately upon the Effective Date and Defendants' fully funding the total Settlement Fund of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00), (i) Plaintiffs, (ii) all Persons in the Settlement Class, including Participating Settlement Class Members and Non-Participating Settlement Class Members, and (iii) each of the respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees, or affiliates of such Plaintiffs and Persons (the "Releasing Parties") shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever settled, released, acquitted, relinquished, and discharged each of the Released Parties from any and all Released Claims.

11. For purposes of this Judgment, "Released Claims" means, to the fullest extent permitted by law, all claims and causes of action, whether accrued or unaccrued, including causes of action in law, claims in equity, complaints, suits and petitions, and allegations of wrongdoing, demands for legal, equitable and administrative relief (including claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle, breach of the duty to indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, and expenses), regardless of whether the claims and causes of action are based on federal, state, local, or foreign law, statute, ordinance, regulation, contract, or common law, or another source, that the Releasing Parties had, have, or may have in the future (including assigned claims) that were, have been, or reasonably could have been asserted in the Action, or that were, have been, reasonably could have been, or may in the future be asserted in another action or proceeding before any court, arbitrator(s), tribunal, administrative body or other forum (including any federal, state, local, or foreign regulatory body), based on, by reason of, in connection with, or that are reasonably related to the allegations—including the transactions, facts, matters, occurrences, representations, and omissions—set forth or referred to in the Complaint.

12. Immediately upon the Effective Date and Defendants' fully funding of the total

Settlement Fund of forty-nine million, nine hundred and ninety-five thousand dollars and zero cents ($49,995,000.00), each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

13. The Parties shall effectuate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its release of the Released Claims, are incorporated herein as if explicitly set forth herein.

14. Attorneys' fees and reimbursement of Litigation Costs, and payment of a Service Award to each Class Representative, are awarded pursuant to the Order. The Settlement Administrator is to pay such amounts in accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate any approved Fee Award and Costs amongst Class Counsel and any other Plaintiffs' Counsel.

15. The Court retains, in accordance with California Code of Civil Procedure § 664.6, continuing and exclusive jurisdiction over the Action and the Parties to this Settlement Agreement, including Defendants and all Settlement Class Members, to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of this Judgment.

16. Judgment is hereby entered.

IT IS SO ORDERED.

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Hon. Timothy P. Dillon
Judge of the Superior Court