

**This is a Court approved Legal Notice. This is not an advertisement.**  
**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**  
**J.T., et al. v. Charleston Area Medical Center, Inc.**  
**Honorable Richard Lindsay**  
**Case No. CC-20-2025-C-272**

**THIS NOTICE MAY AFFECT YOUR RIGHTS, PLEASE READ IT CAREFULLY**

**TO: All persons whose personal, medical or private health information was potentially exposed in a data security incident announced by Charleston Area Medical Center, Inc. (“CAMC”) on or about October 2024.**

A Class Action Settlement has been proposed in litigation relating to a data security incident that CAMC experienced around October 2024 (“Data Incident”). You are receiving the notice because you may be a “Settlement Class Member” entitled to benefits from a class action settlement (“Settlement”). **You can submit a claim under the settlement online at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com).**

Under the terms of the Settlement, CAMC has agreed to establish a non-reversionary fund of \$1,000,000.00 (“Settlement Fund”) that will be used to pay for the following forms of relief:

- **Reimbursement for Monetary Losses:** The Settlement Fund will be used to reimburse Settlement Class Members for certain unreimbursed and documented losses and expenses they incurred in addressing the effects of the Data Incident, up to \$6,000.00 per individual (“Documented Monetary Losses”).
- **Compensation for Attested Time:** The Settlement Fund will be used to compensate Settlement Class Members for time spent dealing with issues related to the Data Incident. Class Members can make a claim for up to four (4) hours of self-certified time (“Attested Time”) at \$20.00 per hour. Settlement Class Members may submit claims for both Attested Time and Documented Monetary Losses.
- **Alternative Cash Benefit:** As an alternative to filing a claim for reimbursement of Documented Monetary Losses or Attested Time, you may submit a claim to receive a *pro rata* (equal share) payment from the Net Settlement Fund (“Alternative Cash Benefit”). Should funds remain in the Settlement Fund after the payment of valid claims for Documented Monetary Losses and Attested Time, Attorneys’ Fees and Expenses, Service Awards, and Administrative Costs, then each Settlement Class Member making a valid claim for Alternative Cash Benefit will receive a *pro rata* (equal share) payment.

Additionally, CAMC will pay for **four (4) years of identity theft and fraud monitoring services** for each Settlement Class Member without the need to file a Claim Form. This monitoring service will be paid by CAMC in addition to the Settlement Fund made available for monetary relief to Settlement Class Members. A unique enrollment code will be provided to each Settlement Class Member through the Summary Notice.

CAMC has also agreed to maintain or implement certain data security measures for a period of four (4) years at its own expense.

The Court still must decide whether to approve the Settlement. No payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved. Your legal rights are affected whether you respond or not. ***Read this notice carefully.***

**Questions? Go to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) or call 1-855-781-0324**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim for Documented Monetary Losses and Attested Time or an Alternative Cash Payment</b>	You may claim Documented Monetary Losses, Attested Time, or an Alternative Cash Benefit under the Settlement. You must submit a claim in order to receive reimbursement for unreimbursed Documented Monetary Losses and/or Attested Time or an Alternative Cash Payment of an equal share of the Net Settlement Fund. For more detailed information, see Questions 6, 7, and 8.	<b>June 10, 2026</b>
<b>Enroll in Identity Theft and Fraud Monitoring Services</b>	You do not need to file a Claims Form for the identity theft and credit monitoring services being provided in the Settlement. A unique enrollment code will be provided to each Settlement Class Member through a separate Summary Notice. The service will not be active until the Court grants Final Approval of the Settlement.	<b>90 days after the codes are mailed</b>
<b>Exclude yourself</b>	You can exclude yourself from the Settlement by informing the Claims Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue CAMC for claims related to the Data Incident. If you opt-out, you may not make a claim for benefits under the Settlement. For more detailed information, see Question 15.	<b>May 26, 2026</b>
<b>Object or comment on the Settlement</b>	You may object to the Settlement by explaining to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement if you file a claim and you will give up your right to sue on certain claims related to the Data Incident described in the Settlement Agreement which is available at <a href="http://www.camcdatabreachsettlement.com">www.camcdatabreachsettlement.com</a> .  For more detailed information, see Question 16.	<b>May 26, 2026</b>
<b>Do nothing</b>	If you do nothing, you will not be eligible to receive reimbursement for Documented Monetary Losses, Attested Time, or an Alternative Cash Benefit. You will still receive a separate notice allowing you to enroll in the identity theft and fraud monitoring service. If the Settlement becomes final, you will give up your rights to sue CAMC separately relating to the Data Incident.  For more detailed information, see Question 12.	<b>No deadline</b>

- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Go to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) or call 1-855-781-0324

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## **BASIC INFORMATION AND OVERVIEW**

### **1. Why did I get a Notice?**

You received this Notice because Charleston Area Medical Center, Inc. (“CAMC”) previously sent you notice that your personal or medical information may have been impacted during the Data Incident in October 2024. A Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. The Notice also explains the ways you may participate in, object to, or exclude yourself from, the Settlement.

The Honorable Richard Lindsay of the Circuit Court of Kanawha County, West Virginia is overseeing this class action. The case is known as *J.T., et al. v. Charleston Area Medical Center*, No. CC-20-2025-C-272 (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, CAMC, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement. CAMC will fund the Settlement.

### **2. What is this lawsuit about?**

This case arises from the Data Incident, in which Plaintiffs’ and Settlement Class Members’ personal and medical information may have been impacted as a result of an email phishing attack CAMC experienced in October 2024. Upon learning of the Data Incident, CAMC immediately took measures to contain the Data Incident and launched an investigation. CAMC also notified federal law enforcement. In February 2025, CAMC sent a letter (“Notice Letter”) to each potentially impacted individual for whom it had a mailing address providing a description of the type of data involved, which may have potentially included: First and last names, dates of birth, social security numbers, e-mail addresses, phone numbers, driver’s licenses, health information and health insurance information. The investigation determined that approximately 67,413 individuals may have been affected.

Thereafter, Plaintiffs filed the Action. Plaintiffs contend CAMC did not adequately protect their personal identifying information (“PII”) and protected health information (“PHI”) or that of Settlement Class Members. Plaintiffs assert claims including: (1) unjust enrichment; (2) invasion of privacy; (3) negligence; (4) violations of the West Virginia Consumer Credit and Protection Act; (5) breach of the duty of confidentiality; (6) *prima facie* negligence; (7) breach of fiduciary duty; and (8) breach of implied contract. The consolidated complaint filed in the lawsuit, which describe the specific legal claims alleged by the Plaintiffs are available at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com).

CAMC denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing. By entering into the Settlement, CAMC is not admitting that it did anything wrong and it continues to deny any liability.

### **3. Why is this a class action?**

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Incident, except for those individuals who timely exclude themselves from the Settlement Class (see Question 13).

### **4. Why is there a settlement?**

**Questions? Go to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) or call 1-855-781-0324**

The Court has not decided in favor of Plaintiffs or CAMC, there has not been a trial, and the parties do not agree about the claims made in the Action. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class. The class representative appointed to represent the class and the attorneys for the Settlement Class (“Settlement Class Counsel,” see Question 11) believe that the Settlement is in the best interests of the Settlement Class Members.

## **WHO IS PART OF THE SETTLEMENT?**

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

You are a member of the Settlement Class if your personal, medical, or financial information was potentially exposed in the Data Incident. Excluded from the Settlement Class are: (1) the judge presiding over this Action, and members of their direct families; and (2) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline (see Question 13).

If you received a Notice Letter from CAMC, you are a Settlement Class member, and your legal rights are affected by this Settlement.

**If you are not sure whether you are included in the Settlement Class, call 1-855-781-0324.**

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

Under the Settlement, CAMC will pay \$1,000,000.00 into a non-reversionary Settlement Fund that will be used to provide the following benefits:

- Cash reimbursement for unreimbursed and Documented Monetary Losses fairly traceable to the Data Incident (see Question 8);
- Cash reimbursement for Attested Time spent related to the Data Incident (see Question 8);
- Alternative Cash Benefits;
- Attorneys’ Fees and Expenses as approved by the Court (see Question 12), Service Awards as approved by the Court (Question 12), and the costs of notifying the Settlement Class and administering the Settlement (“Administration Costs”).

Depending on the number of valid claims, the costs of settlement administration, and the amount awarded by the Court for Attorney’s Fees and Expenses and Service Award payments, payments for certain benefits may be reduced proportionally.

Additionally, CAMC will pay for four (4) years of identity theft and fraud monitoring services for each Settlement Class Member without the need to file a Claim Form. These identity theft and monitoring services will be offered. This identity theft and fraud monitoring will be paid by CAMC in addition to the Settlement Fund providing monetary compensation to Settlement Class Members. A unique enrollment code will be provided to each Settlement Class Member through the direct Summary Notice. The service will not be active until the Court grants Final Approval of the Settlement.

As part of the Settlement, CAMC has also agreed to adopt, implement, or maintain the following data security measures for a period of four (4) years:

- a. Review of Policies and Procedures – CAMC will periodically review and revise its policies and procedures addressing data security as reasonably necessary.

- b. Vulnerability Assessment – CAMC agrees, to the extent technically feasible, to maintain or implement automated vulnerability scanning tools that cover systems, regardless of operating system, database, or location, that store personal information, and agrees to promptly remediate any vulnerabilities designated as critical or high.
- c. Encryption – CAMC will encrypt all personal information stored in databases maintained by CAMC.
- d. Firewall Implementation – CAMC will continue to place all systems containing personal information behind network firewalls and take reasonable measures to block unauthorized traffic.
- e. Data Security Training and Awareness Program – CAMC will conduct online data security trainings that focus on external threats such as phishing campaigns to ensure compliance with internal protocols, identify areas of risk, and further educate employees on data security including spear-fishing training for all current and new employees.

Any and all costs associated with these business practice commitments will be borne by CAMC separate and apart from other settlement benefits.

**7. How will the Settlement compensate me for identity theft and fraud I have already suffered or expenses I have already paid to protect myself?**

**Settlement Benefit: Payment for Unreimbursed Monetary Losses:** The Settlement provides for reimbursement of Documented Monetary Losses which mean out-of-pocket costs or expenditures that a Settlement Class member actually incurred that are supported by reasonable documentation that have not otherwise been reimbursed. “Monetary Losses” include (1) unreimbursed losses related to fraud or identity theft; (2) credit monitoring costs that were incurred on or after the Data Incident throughout the date of claims submission; and (3) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges associated with either (1) or (2). If you suffered Monetary Losses, then you can submit a claim for reimbursement up to \$6,000.

**YOU MUST BE ABLE TO DOCUMENT YOUR CLAIM.** Examples of reasonable documentation include receipts, a copy of a bank or credit card statement or other proof of claimed fees or unreimbursed charges, or a copy of the bill from your telephone company, mobile phone company, or internet service provider that show relevant charges.

The Claims Administrator has the sole authority to determine the validity of claims for Documented Monetary Losses. Only valid claims will be paid. The deadline to file a claim for Documented Monetary Losses is **June 10, 2026** (this is the last day to file online and the postmark deadline for mailed claims).

**Settlement Benefit: Payment for Lost Time:**

You can make a claim to recover up to 4 hours of undocumented Attested Time, paid out at \$20 per hour.

If you spent time dealing with fraud or identity theft or to protect yourself from future harm that is fairly traceable to the Data Incident, then you may make a claim for payment for this time. Settlement Class Members must submit a written attestation to the Claims Administrator describing what activities they took in spending time related to the Data Incident.

All Settlement Class Members may submit a claim for reimbursement of undocumented Attested Time up to four (4) hours at \$20.00 per hour (up to \$80) for self-certified Attested Time. Settlement Claims made for Attested Time are subject to a four-hour cap per Settlement Class Member.

The deadline to file a claim for Attested Time is **June 10, 2026**.

## **Settlement Benefit: Alternative Cash Benefit:**

As an alternative to filing a claim for reimbursement of Documented Monetary Losses or Attested Time, you may make a claim to receive a *pro rata* payment from the Net Settlement Fund. These payments will be made after the payment of valid claims for Documented Monetary Losses and Attested Time, Attorneys' Fees and Expenses, Service Awards, and Administration Costs. The dollar value of the Alternative Cash Benefit will be dependent on the number of claims submitted and the amount of the Net Settlement Fund.

## **HOW TO GET SETTLEMENT BENEFITS**

### **8. How do I file a claim for Settlement Benefits and what is reasonable documentation?**

To submit a claim for Documented Monetary Losses, Attested Time, or the Alternative Cash Benefit, you will need to file a Claim Form. There are two options for filing claims:

- (1) **File Online:** You may fill out and submit the claim form online at: [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com). This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may print out a Claim Form from the settlement website and mail it to the address on the Claim Form along with supporting documentation, if any. If you lost or did not otherwise receive a Claim Form, you can download a hard copy of the claim form (available at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com)) or ask the Claims Administrator to mail a Claim Form to you by calling 1-855-781-0324. Fill out your Claim Form and mail it (including postage as necessary) to: CAMC Data Breach Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

The deadline to file a claim is **June 10, 2026**. This is the last day to file online and/or the postmark deadline for mailed claims.

Claims for Documented Monetary Losses must be supported by reasonable documentation. Examples of reasonable documentation include documents such as receipts, a copy of a bank or credit card statement or other proof of claimed fees or unreimbursed charges, a copy of the bill from your telephone company, mobile phone company, or internet service provider that show relevant charges, or contemporaneous correspondence. Claims for Attested Time do not require any supporting documentation but do require you to attest to the time that you spent. Claims for the Alternative Cash Benefit do not require any supporting documentation but do require a signed certification.

You do not need to submit a claim for the four (4) years of identity theft and fraud monitoring services provided. Use the unique enrollment code provided in the direct Settlement notice mailed to each Settlement Class Member to enroll in this service. The service will not be active until the Court grants Final Approval of the Settlement.

If you did not receive an enrollment code but believe you are a Settlement Class Member entitled to benefits, contact the Claims Administrator for assistance with verifying your eligibility.

### **9. When and how will I receive the benefits I claim from the Settlement?**

Payments will be made after the Court enters the Final Approval Order and Judgment and the Settlement becomes final. This process may take several months or longer if there is an appeal; please be patient. Once there is a Final Approval Order and Judgment, it will be posted at: [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com). Checks for valid claims for Documented Monetary Losses, Attested Time, or Alternative Cash Benefits will be mailed by the Claims Administrator to the mailing address that you provide or will be provided through the electronic method (such as Venmo and Zelle) at your election on your Claim Form.

**Questions? Go to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) or call 1-855-781-0324**

If the Claims Administrator determines that a claim is deficient, the Claims Administrator will send a letter notifying the claimant of the deficiency. The claimant then has 21 days from receipt of the deficiency letter to cure the deficiency and resubmit the claim if he or she so chooses.

For the identity theft and fraud monitoring services provided, use the unique enrollment code provided in the direct Settlement Notice mailed to each Settlement Class Member to enroll in this service. The service will not be active until the Court grants Final Approval of the Settlement. If you did not receive an enrollment code but believe you are a Settlement Class Member entitled to benefits, contact the Claims Administrator for assistance with verifying your eligibility.

**10. 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 Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-855-781-0324 or by writing to:

Charleston Area Medical Center Data Incident Settlement  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

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

None of the money in the Settlement will be paid back to CAMC. If there is any balance remaining in the Settlement Fund thirty (30) days after the Claims Administrator completes the process for stopping payment on any uncashed Award checks, 25% of the amount of the remaining funds shall be disbursed to Legal Aid of West Virginia. The Court may, after notice to counsel of record and a hearing, distribute the remaining 75% to one or more West Virginia nonprofit organizations, West Virginia universities or colleges, or foundations which support programs that will benefit Settlement Class Members consistent with the objectives and purposes of the underlying causes of action upon which relief was based. Any monies distributed pursuant to this *cy pres* provision shall not be considered unclaimed property under the laws of West Virginia or any other state.

**REMAINING IN THE SETTLEMENT**

**12. What happens if I do nothing and what am I giving up staying in the Settlement Class?**

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims against CAMC arising out of the issues this Settlement resolves, which generally relate to the Data Incident. The specific claims you are giving up against CAMC are described in Section 10 of the Settlement Agreement. The Settlement Agreement is available at: [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com). You will be releasing CAMC and all related people and entities as described in Section 10 of the Settlement Agreement. Unless you exclude yourself from the Settlement (see Question 13), all of the decisions by the Court will bind you and you will give up your legal right to pursue action related to the Data Incident against CAMC.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions regarding the release, you may contact Settlement Class Counsel as provided for in Question 11, or you can, of course, talk to your own lawyer at your own expense.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in the case?**

Yes. The Court appointed attorneys to represent you and other Settlement Class Members as “Settlement Class Counsel.” Settlement Class Counsel can be reached at:

Troy N. Giatras  
Matthew Stonestreet  
**THE GIATRAS LAW FIRM**  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301  
304-343-2900  
[troy@thewvlawfirm.com](mailto:troy@thewvlawfirm.com)  
[matt@thewvlawfirm.com](mailto:matt@thewvlawfirm.com)

Amber L. Schubert  
**SCHUBERT JONCKHEER & KOLBE LLP**  
2001 Union Street, Suite 200  
San Francisco, California 94123  
415-788-4220  
[aschubert@sjk.law](mailto:aschubert@sjk.law)

Scott Edward Cole  
**COLE & VAN NOTE**  
555 12th Street, Suite 2100  
Oakland, CA 94607  
510-891-9800  
[sec@colevannote.com](mailto:sec@colevannote.com)

You will not be directly charged by these lawyers for their work on the case. Any fees approved by the Court to be paid to Settlement Class Counsel will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about how to submit a claim or if you need to update your address information, please contact the Claims Administrator (see Question 10).

### **14. How will Settlement Class Counsel be paid?**

Settlement Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Settlement Class Counsel will ask the Court for an award of reasonable attorneys’ fees in addition to the reimbursement of reasonable litigation expenses to be paid from the Settlement Fund (“Attorneys’ Fees and Expenses”). Plaintiffs will also seek approval of a Service Award for their work on the case, in an amount not to exceed \$1,500.00 each. The Court will decide the amount of Attorneys’ Fees and Expenses and Service Awards to be paid.

Settlement Class Counsel’s request for Attorneys’ Fees and Expenses, and the Service Awards for Plaintiffs (which must be approved by the Court) will be filed by May 11, 2026 and will be available to view on the settlement website at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com).

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **15. How do I exclude myself from the Settlement?**

If you are a member of the Settlement Class but do not want to remain in the class, you may exclude yourself from the class (also known as “opting out”). If you exclude yourself, you will lose any right to object to or participate in the Settlement, including any right to receive the benefits outlined in this Notice.

If you decide to exclude yourself, you may keep any rights you have, if any, against CAMC and you may file your own suit against them based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

To exclude yourself from the Settlement, you must complete and mail a request for exclusion form, postmarked no later than **May 26, 2026**, to the address below. You may also visit the settlement website, [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com), to download a request for exclusion form.

**CAMC Data Incident Claims Administrator  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781**

This statement must contain the following information:

- (1) The name of this proceeding (*CAMC Data Incident Settlement* or similar identifying words);
- (2) Your full name and address;
- (3) The words “Request for Exclusion” or a comparable statement that you do not wish to participate in the settlement at the top of the communication; and
- (4) Your signature.

**If you do not comply with these procedures by May 26, 2026, the postmark deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class and will be bound by the settlement if it is approved by the Court and will release any and all claims against CAMC as described in the Settlement Agreement.**

## **OBJECTING OR COMMENTING ON THE SETTLEMENT**

### **16. How do I tell the Court that I don’t like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you don’t think it is fair, reasonable, or adequate. This includes objecting to Settlement Class Counsel’s motion for an award of attorneys’ fees, costs and expenses, and Service Award to the Representative Plaintiffs. The Court cannot order a larger settlement or award you more based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented.

To object, you must send a letter to the Clerk of Court stating that you object to the Settlement. Your objection must include:

- (1) The name of this proceeding (*J.T., et al. v. Charleston Area Medical Center*, Circuit Court of Kanawha County, West Virginia, Case No. CC-20-2025-C-272 or similar identifying words)
- (2) Your full name, address, and telephone number;

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- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
- (4) A statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire class;
- (5) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (6) The number of times you have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which you have objected, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- (7) The name and address of any attorneys representing you with respect to the objection;
- (8) The number of times in which your counsel and/or the your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- (9) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing;
- (10) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- (11) You and your attorney's signature.

To be considered by the Court, your objection must be mailed, postmarked no later than **May 26, 2026**, to the following address:

**Clerk of Court for the Circuit Court of Kanawha County**  
**111 Court St**  
**Charleston, WV 25301**

File all objections with the Clerk of Court. Do not submit your objections directly to the judge overseeing this matter. Settlement Class Members who wish to object to the Settlement Agreement must also send their written objections to the lawyers in this matter:

For Settlement Class Counsel:

THE GIATRAS LAW FIRM  
Troy N. Giatras  
Matthew Stonestreet  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301

SCHUBERT JONCKHEER & KOLBE LLP  
Amber L. Schubert  
2001 Union Street, Suite 200  
San Francisco, CA 94123

Questions? Go to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) or call 1-855-781-0324

For CAMC:

MOORE & BISER PLLC  
Rita Massie Biser  
317 Fifth Avenue  
South Charleston, West Virginia

McDERMOTT WILL & SCHULTE LLP  
David P. Saunders  
444 West Lake Street  
Suite 4000  
Chicago, Illinois 60606

**If you do not comply with these procedures by May 26, 2026, the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive settlement benefits if the Settlement becomes final, even if you object to the Settlement.**

**17. What is the difference between objecting and requesting exclusion?**

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

**THE COURT'S FAIRNESS HEARING**

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

The Court has scheduled a Final Approval Hearing to consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them at the Final Approval Hearing.

The hearing will take place on June 23, 2026, at 9:00 a.m. before the Honorable Richard Lindsay, at the Kanawha County Judicial Building, 111 Court St, Charleston, WV 25301. This hearing date and time may be moved or may be conducted telephonically or by video conference. Please refer to [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com) for notice of any changes.

**19. Do I have to attend the hearing?**

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time in compliance with the requirements above (see Question 16) the Court will consider it.

**20. May I speak at the hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate in your written objection (see Question 16). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at

the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

### **IF YOU DO NOTHING**

#### **21. What happens if I do nothing at all?**

If you are a Settlement Class Member, you will not receive any monetary benefits from this Settlement. You will, however, be eligible to enroll in the four (4) years of identity theft and fraud monitoring services provided. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in the Action, ever against CAMC or any related people or entities as described in Section 10 of the Settlement Agreement. The Settlement Agreement is available at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com).

### **GETTING MORE INFORMATION**

#### **22. Where can I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement and other case documents at [www.camcdatabreachsettlement.com](http://www.camcdatabreachsettlement.com). If you have questions about this Notice or the Settlement, you may contact the Claims Administrator by calling 1-855-781-0324, emailing to [CAMCDataBreachSettlement@ilymgroup.com](mailto:CAMCDataBreachSettlement@ilymgroup.com) or by mail at CAMC Data Incident Settlement c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. If you wish to communicate directly with Settlement Class Counsel, you may contact them using the information noted above in Question 11. You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

The status of the Settlement, any appeals, and the date of payments will be posted on the Settlement website. The Final Approval Hearing is currently scheduled for June 23, 2026, at 9:00 a.m and will be posted on the Settlement website. Please check the Settlement website to see if the Court makes any changes to the date or time of the Final Approval Hearing.

The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed settlement.

***Please do not contact the Court or its Clerk with questions about the Settlement.***