

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**SUPERIOR COURT OF STATE OF CALIFORNIA**

**COUNTY OF SAN JOAQUIN**

*Curtis McClean, et al. v. Signature Performance, Inc.*

Case No. STK-CV-UBT-0016713

**A court has authorized this notice. This is not a solicitation from a lawyer.**

**To all persons in the United States who were sent notification from Signature Performance, Inc., Adventist Health Tulare and Adventist Health System/West, or Southeastern Regional Medical Center d/b/a UNC Health Southeastern, that their Private Information was potentially compromised as a result of the Data Incident,**

**You Could be Eligible for Benefits from a Class Action Settlement.**

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- You may be eligible to receive benefits from a proposed \$8,500,000.00 class action settlement (“Settlement Fund”).
- The class action lawsuit concerns a cybersecurity incident that occurred in or around January 2024 (“Data Incident”) involving Signature Performance, Inc. (“Defendant” or “Signature”), in which an unauthorized third party may have gained access to Defendant’s files containing sensitive personal information, including personally identifiable information (“PII”) and protected health information (“PHI”). Defendant denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must have received a notice of Data Breach letter informing you that your PII and/or PHI was potentially compromised in the Data Incident that occurred in January 2024.
- Eligible Claimants under the Settlement Agreement are entitled to the following benefits:
  - ❖ **Cash Payment A - Documented Loss Payment:** Reimbursement for documented losses up to \$5,000.00 per person, with supporting documentation;
  - ❖ **Cash Payment B - Undocumented Cash Payment:** A Settlement Class Member may elect to receive an alternative cash payment, without submitting documentation, estimated at \$200.00; and
  - ❖ **California Statutory Cash Payment:** In addition to Cash Payment A and/or Cash Payment B, a Settlement Class Member who is a California Settlement Subclass Member may also receive an additional cash payment estimated at \$200.00.
    - ❖ These Cash Payments will be increased or decreased *pro rata* depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of Cash A – Documented Losses, Service Awards, attorneys’ fees and expenses, and Notice and Administrative Expenses.
  - ❖ **Medical Data Monitoring:** In addition to electing Cash Payment A, Cash Payment B, and/or a California Statutory Payment, if applicable, Settlement Class Members may elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers’ private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000.00 for identity theft.
- For more information or to submit a claim, visit [www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com) or call 1-888-822-4801.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
<b>Submit a Claim Form</b>	The only way to receive a benefit.	Submitted or Postmarked on or Before <b>May 7, 2026</b> .
<b>Exclude Yourself By Opting Out of the Class</b>	Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before <b>April 7, 2026</b> .
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on <b>April 21, 2026</b> , about the fairness of the Settlement, with or without your own attorney.	Received on or Before <b>April 7, 2026</b> .
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member—and the deadlines to exercise your rights—are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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#### BASIC INFORMATION

##### 1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “Final Approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Robert T. Waters in the Superior Court of California, County of San Joaquin, is overseeing this case captioned as *Curtis McClean, et al. v. Signature Performance, Inc.*, No. STK-CV-UBT-0016713 (San Joaquin Superior Court). The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Curtis McClean, Brandi N. Canady, Rachael Reese, Lea Jacobs, Eloyd S. Long, Monica Enriquez, David Underwood, and Orneze Coit (“Plaintiffs”). The Defendant, the entity being sued, is Signature Performance, Inc. (“Defendant” or “Signature”) (and collectively with Plaintiffs, the “Parties”).

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

The lawsuit claims that Defendant is responsible for the Data Incident and asserts that Plaintiffs and all others whose information was impacted in the Data Incident are entitled to damages.

Defendant denies these claims and that it did anything wrong. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

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

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. Because this Action has settled, the class is called the “Settlement Class.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

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

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

### **WHO IS IN THE SETTLEMENT?**

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Personal Information was accessed or potentially accessed in connection with the Data Incident, including if you were mailed a notification by or on behalf of the Defendant regarding the Data Incident.

You are potentially a member of the California Subclass if you are a Settlement Class Member who was residing in California on the day of the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (a) directors and officers of Released Parties; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

### **6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call 1-888-822-4801 with questions. You may also write with questions to:

*Curtis McClean, et al. v. Signature Performance, Inc.* Settlement Administrator  
P.O. Box 301132

Los Angeles, CA 90030-1132

[www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com)

### **THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY**

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

The Settlement provides that Signature will fund the following in the amount of \$8,500,000.00: (a) documented losses up to \$5,000.00 per person; (b) cash payment estimated at approximately \$200.00, without documentation; (c) a statutory cash payment estimated at approximately \$200.00 if you are a California Settlement Subclass Member; and (d) Medical Data Monitoring. Claims for both cash payment options will be *pro rata* adjusted up or down based on the remaining balance of the Settlement Fund after payments for settlement administration costs, data monitoring services, and attorneys’ fees and expenses.

The Cash Payments will be dispersed after the distribution of attorneys’ fees, Class Counsel’s litigation costs, Service Awards, Settlement Administration Costs, and Medical Data Monitoring Costs. The amount of the Cash Payments may increase or decrease depending upon how much money is in the Net Settlement Fund. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

### **8. What payments are available for reimbursement under the Settlement?**

Settlement Class Members who submit a Claim are eligible to receive one or more of the following:

#### **Cash Payment A - Documented Loss Payment**

- Reimbursement of actual, documented, unreimbursed ordinary losses resulting from the Data Incident (up to \$5,000.00 in total), such as the following incurred on or after January 17, 2024:
  - any costs incurred from credit monitoring services or ordering copies of your credit report;
  - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
  - late fees from transactions with third parties that were delayed due to fraud or card replacement;

- unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- costs incurred obtaining credit freezes;
- long-distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used);
- postage or gasoline for local travel; and
- other expenses that are reasonably attributable to the Data Incident that were not reimbursed.

#### Cash Payment B – Undocumented Cash Payment

- A *pro rata* cash payment estimated to be \$200.00, but may be adjusted upward or downward *pro rata* based on how many other claims are made.

#### California Statutory Payment

- A California statutory payment for California Settlement Subclass Members estimated to be \$200.00, but may be adjusted upward or downward *pro rata* based on how many other claims are made.

#### Medical Data Monitoring

- Settlement Class Members may elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000.00 for identity theft.

### **HOW DO YOU SUBMIT A CLAIM?**

#### **9. How do I get a benefit?**

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at [www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com) or by calling 1-888-822-4801. Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off Claim Form that will be mailed to Settlement Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

#### **10. How will claims be decided?**

The Settlement Administrator, Verita, Inc., will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

#### **11. When will I get my payment?**

The Court will hold a Final Approval Hearing **on April 21, 2026, at 9 a.m. PT** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

### **WHAT DOES THE DEFENDANT GET?**

#### **12. What am I giving up as part of the Settlement?**

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons, including Adventist Health Tulare and Adventist Health System/West (collectively “Adventist”), and Southeastern Regional Medical Center d/b/a UNC Health Southeastern (“UNC Health”) and each entity which is controlled by, controlling or under common control with Defendant Signature and Adventist Health Tulare and Adventist Health System/West (collectively, “Adventist”), and Southeastern Regional Medical Center d/b/a UNC Health Southeastern (“UNC Health”), (the “Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Security Incident. This release is described in the Settlement Agreement, which is available at [www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com). If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

### **13. If I exclude myself, can I get a payment from this Settlement?**

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

### **14. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

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

To exclude yourself, send a letter that states you want to be excluded or opt-out from the Settlement in McClean, et al. v. Signature Performance, Inc., Case No. STK-CV-UBT-0016713, (San Joaquin County Superior Court). The letter must: (a) state your full name, address, telephone number, and email address (if any); (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by April 7, 2026, to:

Settlement Administrator  
Attn: Exclusion Request  
P.O. Box 301132  
Los Angeles, CA 90030-1132

### **OBJECTING TO THE SETTLEMENT**

### **16. How do I tell the Court that I do not like the Settlement?**

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with or submitted to the Settlement Administrator on or before the Objection Deadline: **April 7, 2026**. The address for the Settlement Administrator is:

Settlement Administrator  
Attn: Objection  
P.O. Box 301132  
Los Angeles, CA 90030-1132

If your objection is written, it must include all of the following: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iii) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards; (iv) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (v) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly-authorized representative, along with documentation setting forth such representation. The Court will hear from any Settlement Class Member who wishes to appear at the Final Approval Hearing and make an objection orally.

### **17. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

### **THE LAWYERS REPRESENTING YOU**

### **18. Do I have a lawyer in this case?**

Yes. The Court appointed Tyler J. Bean of Siri & Glimstad LLP, M. Anderson Berry of Emery Reddy, PC, Bryan L. Bleichner of Chestnut Cambronne PA, Jeff Ostrow of Kopelowitz Ostrow P.A., and Jason Wucetich of Wucetich & Korovilas LLP as Class Counsel.

If you want to be represented by your own lawyer, then you may hire one at your own expense.

## **19. How will the lawyers be paid?**

Class Counsel will ask the Court for an award for attorneys' fees up to 35% of the Qualified Settlement Fund (\$2,975,000.00), plus reasonable litigation costs. Defendant has not agreed to any award of attorneys' fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel and service awards will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and expenses for Class Counsel and any Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than March 27, 2026, and will be posted on the Settlement Website.

## **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing at 9 a.m. PT on April 21, 2026, at the San Joaquin County Superior Courthouse or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and costs, and any Service Awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking [www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com) or calling 1-888-822-4801.

## **21. Do I have to attend the hearing?**

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

## **22. May I speak at the hearing?**

The Court will hear from any Settlement Class Member who wishes to appear at the Final Approval Hearing and make an objection orally. See Question 16 for further details on the requirements for submitting a written objection to the Settlement.

## **IF YOU DO NOTHING**

## **23. What happens if I do nothing?**

If you do nothing, you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

## **GETTING MORE INFORMATION**

## **24. How do I get more information?**

This notice summarizes the proposed Settlement. More details are available in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.SignatureDataBreachSettlement.com](http://www.SignatureDataBreachSettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-888-822-4801.

This notice is approved by the Superior Court of California, County of San Joaquin. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.