SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JANE DOE, JAN DOE, JANICE DOE, JAMIE DOE, AND R.S., individually and on behalf of all others similarly situated, Plaintiffs, v. PRIME HEALTHCARE SERVICES, INC., CENTINELA HOSPITAL MEDICAL CENTER, SHERMAN OAKS HOSPITAL, AND PARADISE VALLEY HOSPITAL, Defendants.	Case No. 23STCV26800 Judge: Hon. Samantha P. Jessner

SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement Agreement") is entered into by and between Plaintiffs Jane Doe, Jan Doe, Janice Doe, Jamie Doe, and R.S., individually and on behalf of the Participating Settlement Class Members (as defined herein), and Prime Healthcare Services, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital ("Prime Healthcare" or "Defendants") (collectively, the "Parties"), in the action *Jane Doe, Jan Doe, Janice Doe, and Jamie Doe v. Prime Healthcare Services, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital*, Case No. 23STCV26800, in the Superior Court of the State of California for the County of Los Angeles. The Parties, who intend to fully, finally, and forever resolve, discharge, and settle all of the Released Claims, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Settlement Agreement, hereby warrant, represent, stipulate, and agree, subject to Court approval, as follows:

AGREEMENT

1. DEFINITIONS.

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

1.1 "Approved Claim" means a Claim Form submitted by a Patient Portal Subclass Member that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.2 "Cash Payment" means the $20 cash payment that Patient Portal Subclass Members may select via a Claim Form pursuant to the Settlement.

1.3 "Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 "Claim Form" means the form Patient Portal Subclass Members must submit to be eligible for a Cash Payment made under the terms of the Settlement, which form is attached hereto as Exhibit D, or a form approved by the Court substantially similar to Exhibit D.

1.5 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 "Class Counsel" means Caddell & Chapman; Ahmad, Zavitsanos & Mensing, PLLC; and Almeida Law Group LLC.

1.7 "Class Period" is the period, unique for each Prime Web Property, between November 1, 2019, and the date all tracking pixels were definitively removed from the Prime Web Property, as reflected in Appendix A.

1.8 "Class Representatives" means the named Plaintiffs in the State Court Action, Jane Doe, Jan Doe, Janice Doe, and Jamie Doe, and R.S., the named plaintiff in the Federal Court Action.

1.9 "Court" means the Superior Court of the State of California for the County of Los Angeles and the Judge presiding over the State Court Action.

1.10 "Defendants" mean Prime Healthcare, Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital.

1.11 "Defendants' Counsel" means Baker Hostetler LLP.

1.12 "Effective Date" means the day after which all the events and conditions specified in Paragraph 12.1 have been met and have occurred.

1.13 "Email Subclass Members" means all individuals who (1) were seen as a patient at one of the Relevant Hospitals located in California which include Paradise Valley Hospital, Desert Valley Hospital, Centinela Hospital Medical Center, Encino Hospital Medical Center, Sherman Oaks Hospital, Chino Valley Hospital, San Dimas Community Hospital, Shasta Regional Medical Center, Alvarado/UC San Diego Health, West Anaheim Medical Center, and Huntington Beach Hospital, during the time period from November 1, 2021, through the Class Period end date for the respective Relevant Hospital, and (2) provided Prime Healthcare with his or her email address. Prime Healthcare has represented that the number of Email Settlement Sub-Class Members is approximately 134,726 unique individuals. Individuals who satisfy the membership criteria for both the Patient Portal Subclass and the Email Subclass shall be deduplicated by the

Settlement Administrator as provided in Paragraph 1.46 below, shall receive only one Notice, and shall be eligible for the higher tier of Settlement benefits to which they are entitled.

1.14 "Exclusion Deadline" means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Any Settlement Class Member may submit a request for exclusion, regardless of subclass membership and regardless of whether the Settlement Class Member submits a Claim Form.

1.15 "Federal Court Action" means *R.S. v. Prime Healthcare, Inc.*, Case No. 5:24-cv-00330, in the United States District Court for the Central District of California.

1.16 "**Fee Award"** means the amount of attorneys' fees and reimbursement of expenses determined and awarded by the Court to Class Counsel, which will be paid by Defendants.

1.17 "Final" means one business day after the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying or reversing any Fee Award or Service Award, or appeal solely thereof, made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.18 "Final Approval Hearing" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement and the Service Award to the Class Representatives and determining the amount of the Fee Award. The hearing may be held remotely, and if so, access instructions will be posted on the Settlement Website. The Settlement Administrator shall post the Final Judgment on the Settlement Website within ten (10) days of its entry, and the posting shall remain available through the conclusion of settlement administration.

1.19 "Final Judgment" means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Objection Deadline and no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel shall file any response to objections no later than seven (7) days prior to the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Class Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program.

1.20 "Litigation" means both *Jane Doe, Jan Doe, Janice Doe, and Jamie Doe v. Prime Healthcare Services, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital*, Case No. 23STCV26800, in the Superior Court of the State of California for the County of Los Angeles and *R.S. v. Prime Healthcare, Inc.*, Case No. 5:24-cv-00330, in the United States District Court for the Central District of California.

1.21 "Notice" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner

set forth in this Agreement, is consistent with the requirements of Due Process, California Rules of Court, rule 3.766, and is substantially in the form of **Exhibit A** ("Patient Portal Subclass Short Form Notice"), **Exhibit B** ("Email Subclass Short Form Notice"), and **Exhibit C** ("Long Form Notice").

1.22 "Notice Date" means the date by which the initial Notice set forth in Paragraph 6.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.23 "Objection Deadline" means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than ninety (90) days after the Notice Date, or such other date as ordered by the Court. All Settlement Class Members who do not validly request exclusion may object to the Settlement, regardless of subclass membership and regardless of whether they submit a Claim Form.

1.24 "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.25 "Patient Portal Subclass Members" means Prime Healthcare patients that accessed and/or utilized one of Prime Healthcare's patient portals associated with any of the Prime Web Properties as listed in Appendix A during that Prime Web Property's respective Class Period. Prime Healthcare has represented that the number of Patient Portal Settlement Subclass Members is approximately 94,680 unique individuals, before deduplication against the Email Subclass. Individuals who satisfy the membership criteria for both the Patient Portal Subclass and the Email Subclass shall be deduplicated by the Settlement Administrator as provided in Paragraph 1.46 below, shall receive only one Notice, and shall be eligible for the higher tier of Settlement benefits to which they are entitled.

1.26 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.27 "Plaintiffs" means the Class Representatives.

1.28 "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.29 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

1.30 "Prime Web Properties" means any of the twenty-nine websites listed in Appendix A and their associated webpages and patient portals.

1.31 "Released Claims" means any and all claims, causes of action, or rights to relief —asserted or unasserted, at law or in equity—that were asserted in the operative complaint in the Litigation or that reasonably could have been asserted based on the facts alleged in the operative complaint in the Litigation, including without limitation claims arising under CIPA (Cal. Penal Code §§ 630, 631(a), 632, 637.2, 638.51), the CMIA (Cal. Civ. Code § 56 et seq.), the UCL (Bus. & Prof. Code § 17200), the CDAFA (Cal. Penal Code § 502), the California Constitutional right to privacy, the ECPA (18 U.S.C. § 2511 et seq.), the California Customer Records Act (Cal. Civ.

Code § 1798.82), or any analogous federal, state, or common-law claim. The Released Claims do not include claims that do not arise out of or relate to the facts alleged in the operative complaints in the Litigation.

1.32 "Released Parties" means Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., and their respective hospitals, including, but not limited to the Relevant Hospitals listed in Appendix A, and any and all of Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc.'s respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.33 "Releasing Parties" means (i) the Plaintiffs and Class Representatives, (ii) all Settlement Class Members who do not validly request exclusion, and (iii) each of the foregoing's spouses, heirs, executors, administrators, successors, and assigns to the extent claiming through or on behalf of any of the foregoing.

1.34 "Relevant Hospitals" means the twenty-eight Prime Healthcare hospitals listed in Appendix A.

1.35 "Request for Exclusion" means a letter from a Settlement Class Member or his/her representative that reasonably communicates the Settlement Class Member's election to be excluded from the Settlement and includes the Settlement Class Member's name, address, and email address or phone number.

1.36 "Service Award" means an award paid by Defendants to the Class Representatives, subject to Court approval, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class.

1.37 "Settlement Administration Expenses" means the expenses billed by the Settlement Administrator for providing Notice, processing Claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendants. Settlement Administration Expenses are currently estimated at $137,824.

1.38 "Settlement Administrator" means Kroll or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.39 "Settlement Class" is defined to mean all patients of Prime Healthcare and the Relevant Hospitals that accessed and/or utilized any of the Prime Web Properties during the period from November 1, 2019, through the date all tracking pixels were definitively removed from the respective Prime Web Property for each such Relevant Hospital, as reflected in Appendix A. Excluded from the Settlement Class are: (1) any Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' families; (2) officers and directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class;

(4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

1.40 "Settlement Class List" means an electronic list from Defendants' records that includes the names, mailing addresses, and email addresses, to the extent available and excluding duplicates, belonging to Persons within the Patient Portal Subclass and the Email Subclass.

1.41 "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

1.42 "Settlement Website" means a website, referenced in Section 6.3 below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online Claims submission process referenced herein. The Settlement Website shall be deactivated ninety (90) days after the Effective Date.

1.43 "State Court Action" means *Jane Doe, Jan Doe, Janice Doe, and Jamie Doe v. Prime Healthcare Services, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital*, Case No. 23STCV26800, in the Superior Court of the State of California for the County of Los Angeles.

1.44 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.45 "Unknown Claims" means any of the Released Claims that any of the Plaintiffs does not know or suspect to exist, which, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to and/or participate in the Settlement. Upon the Effective Date, Plaintiffs expressly shall have waived and relinquished, to the fullest extent

permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs expressly shall have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and Plaintiffs shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. For the avoidance of doubt, the foregoing waiver of California Civil Code § 1542 and any analogous law applies solely to the named Plaintiffs/Class Representatives and not to absent Settlement Class Members. Absent Settlement Class Members are bound only by the Released Claims as defined in Paragraph 1.31.

1.46 "Deduplication" means the Settlement Administrator's process of identifying individuals who are members of both the Patient Portal Subclass and the Email Subclass and treating them as a single Settlement Class Member for purposes of Notice, eligibility for benefits,

and recordkeeping. Deduplicated Settlement Class Members shall receive only one Notice and shall be eligible for the higher tier of benefits to which they are entitled.

1.47 "Settlement Payments" means all monetary and in-kind benefits to be paid or provided to Settlement Class Members under this Agreement, including without limitation Cash Payments as defined in Paragraph 1.2 and CyEx Medical Shield Pro subscriptions provided under Section 4.

2. RECITALS

2.1 Prime Healthcare is a for-profit health system in the United States, operating 51 hospitals in 14 states, with more than 360 outpatient locations, including Centinela Hospital Medical Center, Sherman Oaks Hospital, Paradise Valley Hospital, Chino Valley Medical Center, Huntington Beach Hospital, Alvarado Hospital Medical Center, Desert Valley Hospital, Encino Hospital Medical Center, and Paradise Valley Hospital in California. Through its affiliate, Prime Healthcare Foundation, Prime Healthcare operates several healthcare facilities specially managed to treat the indigent, including Encino Hospital Medical Center, Huntington Beach Hospital and Sherman Oaks Hospital in California.

2.2 This State Court Action was originally filed by Plaintiffs Jane Doe, Jan Doe, Janice Doe, and Jamie Doe against Defendants Prime Healthcare, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital on November 1, 2023.

2.3 Plaintiffs alleged that Prime Healthcare's use of web analytics technologies, including the Meta Pixel and Google Analytics, had resulted in Prime Healthcare's transmitting protected health information ("PHI") to third parties, including Google and Meta. Plaintiffs asserted claims against Defendants for: (1) violation of the California Invasion of Privacy Act ("CIPA"), Cal. Penal Code §§ 630, et seq.; (2) violation of the California Confidentiality of

Medical Information Act ("CMIA"), § 56.06; (3) violation of the CMIA, § 56.101; (4) violation of the CMIA, § 56.10; (5) invasion of privacy in violation of the California Constitution; (6) violation of the Comprehensive Computer Data Access and Fraud Act ("CDAFA"), Cal. Penal Code § 502; (7) quasi-contract; (8) violation of California's Unfair Competition Law, Cal Bus. & Prof. Code § 17200; (9) violation of the California Customer Records Act ("CRA"), Cal. Civil Code § 1798.82; and (10) trespass to chattels.

2.4 On May 6, 2024, Prime Healthcare filed a demurrer to Plaintiffs' complaint. On July 11, 2024, the Court issued an order sustaining without leave to amend Doe Plaintiffs' claims for unjust enrichment, sustaining with leave to amend Doe Plaintiffs' claims for violation of the CDAFA, unfair competition, and trespass to chattels, and overruling the demurrer as to Plaintiffs' claims for violation of CIPA, Cal. Penal Code § 631, violation of the CMIA, Cal. Civ. Code §§ 56.06, 56.10, and 56.101, invasion of privacy under the California Constitution, Art. I, § 1, and intrusion upon seclusion. The Court granted leave for Plaintiffs to file their First Amended Complaint (the "FAC"), which Plaintiffs did on August 9, 2024. On September 10, 2024, Prime filed a second demurrer seeking to dismiss all claims in the FAC. On January 21, 2025, the Court delivered its tentative ruling which dismissed Plaintiffs' claim for violation of the CRA, but overruled the demurrer in all other respects. Prime did not contest the tentative ruling, and it was adopted as final.

2.5 On May 22, 2025, Plaintiffs filed a motion for leave to amend the FAC. On November 14, 2025, the Court issued an order granting Plaintiffs' motion to file a Second Amended Complaint. Plaintiffs filed their Second Amended Complaint on November 18, 2025, adding a claim for violation of CIPA, § 638.51.

2.6 On February 3, 2026, pursuant to stipulation, Plaintiffs filed their Third Amended Complaint (the "TAC"), which added R.S. as a named plaintiff, added a claim for violation of the federal Electronic Communications Privacy Act ("ECPA"), 18 U.S.C. § 2511 et seq., and consolidated the claims asserted in the Federal Court Action into the State Court Action. The TAC is the operative complaint in the State Court Action.

2.7 On February 8, 2024, the Federal Court Action was filed against Prime Healthcare by Plaintiff R.S. against Prime Healthcare Services, Inc., bringing one cause of action for violation of the federal Electronic Communications Privacy Act of 1986 ("ECPA"), based on the same conduct alleged in the State Court Action. On August 8, 2024, the Court granted Prime Healthcare's motion to dismiss. On January 13, 2025, the Court granted Plaintiffs' motion for reconsideration, denied Prime Healthcare's motion to dismiss, and directed the clerk to reopen the case.

2.8 The Parties engaged in substantial discovery and motion practice in the State Court Action and the Federal Court Action. Discovery included reviewing and collecting policy documents. In the State Court Action, Plaintiffs served three sets of requests for production, totaling approximately 130 individual requests, and twenty interrogatories. Plaintiffs also served a subpoena on a third-party, Scorpion Design, negotiated a discovery agreement, and obtained and reviewed certain technical documents.

2.9 In the midst of this discovery and motion practice, the Parties also engaged in settlement discussions. Before conducting mediation, the Parties engaged in extensive negotiations regarding pre-mediation discovery, which included additional document productions from Plaintiffs and Defendants, and an agreed-upon inspection of certain of Defendants' technologies.

2.10 Before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto.

2.11 The Parties participated in a mediation on October 16, 2025, with Bennett G. Picker, Esq., of Stradley Ronon, LLP. At the end of the mediation the Parties had not yet reached agreement, but continued settlement talks over a period of several weeks with the active participation of the mediator. On November 13, 2025, the Parties reached agreement on all material terms of a class action settlement.

2.12 The Settlement was reached as a result of extensive arm's-length negotiations between the Parties and their counsel. Both before and during the settlement discussions and mediation, the Parties had an arm's-length exchange of information that was sufficient to permit Plaintiffs and their counsel to evaluate the claims and potential defenses in the Litigation and to meaningfully conduct informed settlement discussions.

2.13 Prime Healthcare denies any wrongdoing whatsoever and disputes that Prime Healthcare committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Litigation and believes Prime Healthcare would have prevailed at summary judgment, class certification, and/or trial. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation, Prime Healthcare has concluded that it is desirable the Litigation be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part

of Defendants, or any of the Released Parties (defined above), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

2.14 Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Litigation against Defendants through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved pursuant to a Final Approval Order and Judgment that releases the Released Claims as to the Releasing Parties and retains the Court's continuing jurisdiction over the implementation, administration, and enforcement of the Settlement, consistent with California Rules of Court, rule 3.769(h). Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Litigation pursuant to the terms and provisions of this Agreement.

2.15 Prime Healthcare has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

3. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

It is hereby stipulated and agreed, by and among Plaintiffs, individually and on behalf of the Settlement Class Members and Prime Healthcare that, subject to Court Approval, the Litigation and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and

that Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

3.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order.

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

3.3 Certification of Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, pursuant to California Code of Civil Procedure §§ 382 *et seq*., which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Plaintiffs and Defendants further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

3.4 Final Approval. Class Counsel shall move the Court for final settlement approval and entry of the Final Approval Order and Judgment no later than fourteen (14) days before the Objection Deadline and no later than sixteen (16) court days before the Final Approval Hearing.

3.5 Exclusive Remedy. This 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 date that the Settlement Administrator shall transmit Cash Payments to Settlement Class Members for all Approved Claims pursuant to Paragraph 7.3, the Released Claims shall be conclusively released and barred.

3.6 Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, pursuant to California Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction over the implementation of the Settlement, the State Court Action, the Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

4. SETTLEMENT RELIEF

4.1 Payments to Settlement Class Members. Defendants will pay or cause to be paid the following (i) for participating Patient Portal Subclass Members, a one-year subscription to CyEx Medical Shield Pro, which the Settlement Administrator shall transmit to each Patient Portal Subclass Member together with Notice in accordance with subsection 4.4 and Paragraph 6.2 below, without any requirement to submit a Claim Form; (ii) for participating Email Subclass Members, a one-year subscription to CyEx Medical Shield Pro, which the Settlement Administrator shall transmit to each Email Subclass Member together with Notice in accordance with subsection 4.4 and Paragraph 6.2 below, without any requirement to submit a Claim Form; (iii) Approved Claims for a Cash Payment for any Patient Portal Subclass Member who submits an Approved Claim on the Settlement Website in accordance with subsection 4.4 below; (iv) the Notice and Settlement Administration Expenses actually incurred by the Settlement Administrator as described in Paragraph 4.3 below; (v) the Fee Award, as described in Paragraph 11.2 below; and (vi) any Service Award to the Class Representatives, as may be ordered by the Court and as described in Paragraph 11.3 below. The Parties agree that the additional relief provided to the Patient Portal Subclass Members is appropriate because of the increased likelihood that Patient Portal Subclass Members visited one of the Prime Web Properties during that Prime Web

Property's respective Class Period. Defendants deny that any tracking, analytics and/or advertising technologies, including the Meta Pixel or Google Analytics, ever operated within password-protected patient portals.

4.2 Injunctive Relief. In consideration for the Settlement and Releases provided herein, Prime Healthcare agrees, subject to subsections 4.2.1 and 4.2.2, that it shall not use Google Analytics or the Meta Pixel on the Prime Web Properties for a period of five years following final approval of the Settlement, except as allowed under subsection 4.2.1 and 4.2.2.

4.2.1 *Business Associate Agreements*. The parties understand and acknowledge that Prime may use third-party companies including Google and Meta to perform analytics and de-identifying functions on Prime's Web Properties, so long as Prime has a Business Associate Agreement with each such third-party.

4.2.2 *Web-Governance Committee*. Prime Healthcare agrees to create a Web Governance Committee that will conduct annual audits of all Prime Healthcare websites, including the Prime Web Properties, to ascertain compliance with the above requirements. The Web Governance Committee will consist of one Prime Healthcare employee from each of Prime Healthcare's Legal, Marketing, and Compliance departments, appointed by Prime Healthcare's President. On an annual basis for the five-year period following final approval of the settlement, Prime agrees to provide Settlement Class Counsel with a declaration, signed under oath, attesting to compliance with the above-stated requirements, *unless:*

> Pursuant to 45 CFR § 164.514(b)(1) the Web Governance Committee, utilizing a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable:
>
> (i) applying such principles and methods, determines that the risk is *very small* that the information could be used, alone or in combination with other reasonably

available information, by an anticipated recipient to identify an individual who is a subject of the information; and

(ii) Documents the methods and results of the analysis that justify such determination.

In which case, prior to utilizing such analytics technology, Prime will make a disclosure of that determination and provide the documentation of the methods and results of the analysis that justify such determination to Class Counsel, and Defendants will make an affirmative disclosure posted on the webpage(s) on its website that the tool(s) is/are being used on the website, by name.

4.2.3 *Value of Injunctive Relief*. Plaintiffs estimate that the value of the injunctive relief to the Settlement Class Members exceeds $26,000,000. Defendants' position is that the injunctive relief is an intangible benefit that cannot be assigned a dollar value.

4.3 Schedule of Payments. Prime Healthcare shall make payments in accordance with the following schedule, and in the following order of priority:

(a) *Notice and Other Administrative Costs*. Amounts for Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced to Prime Healthcare and become due and owing.

(b) *Payment of Approved Claims*. An amount equal to $20.00 multiplied by the number of Approved Claims for a Cash Payment for the Patient Portal Subclass, which amount is to be paid out by Kroll within sixty (60) days of the Effective Date.

(c) *Cy-Ex Medical Shield Pro.* Amounts for Cy-Ex Medical Shield Pro subscriptions provided to Patient Portal Subclass Members and Email Subclass Members pursuant to Paragraphs 4.1(i) and 4.1(ii) shall be paid within sixty (60) days of when such amounts are invoiced to Prime Healthcare and become due and owing.

(d) *Fee Award*. An amount equal to the Fee Award as ordered by the Court, to be paid as described in Paragraphs 11.1-11.2 below, after the deadline for Settlement Class Members to be paid in full under subsections (b) and (c) above.

(e) *Service Award*. An amount equal to any Service Awards ordered by the Court, not to exceed $3,000.00 each, totaling $15,000.00, to be paid to each of the Class Representatives as described in Paragraph 11.3 below, after the deadline for Settlement Class Members to be paid in full under subsections (b) and (c) above. For the avoidance of doubt, Settlement Class Members shall be paid in full before any portion of the Fee Award or any Service Award is paid.

4.4 Claims Process. Each Patient Portal Subclass Member and Email Subclass Member will receive a code for one year of CyEx Medical Shield Pro automatically, transmitted together with Notice, without any requirement to submit a Claim Form. Additionally, each Patient Portal Subclass Member may submit a Claim Form for a Cash Payment, consistent with this section and as determined by the Court.

4.4.1 *Cash Payment*. Each Patient Portal Subclass Member may submit a Claim for a Cash Payment of $20.00.

4.4.1.1 *Method of Payment*. Each Patient Portal Subclass Member may choose to receive his or her Cash Payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Patient Portal Subclass Member does not state a preferred method of payment.

4.4.1.2 *Payment Date*. Cash Payments for Approved Claims will be paid no later than sixty (60) days following the Effective Date.

4.4.2 *CyEx Medical Shield Pro.* Each Patient Portal Subclass Member and Email Subclass Member will receive a code that provides the ability to enroll in one year of CyEx Medical Shield Pro, which includes the following features: Dark Web Monitoring, National Provider Identifier Monitoring, $1,000,000 Identity Theft Insurance, Medical Record Number Monitoring, Real-Time Authentication Alerts, Security Freeze Assist, and Victim Assistance. Instructions for enrollment in the CyEx Medical Shield Pro product will also be included.

4.4.2.1 *Enrollment.* Instructions for how to enroll in the Medical Shield Pro product will be sent to Email Subclass Members and Patient Portal Subclass Members together with Notice as provided in Paragraph 6.2. The instructions will include the code for enrollment.

4.5 Tax Treatment. The $20 Cash Payments to Patient Portal Subclass Members fall below the $600 reporting threshold under 26 U.S.C. § 6041. Accordingly, the Settlement Administrator will not issue IRS Form 1099s for these payments. Each Settlement Class Member is solely responsible for reporting any settlement payment on his or her tax return and for paying any taxes owed.

4.6 Proof of Claim. A Settlement Class Member is entitled to no more than one Claim under this Agreement. Only Patient Portal Subclass Members may submit a Claim Form. The Settlement Administrator shall determine each Class Member's eligibility against the Settlement Class List. Where a Class Member is a member of both the Patient Portal Subclass and the Email Subclass after Deduplication, the Settlement Administrator shall transmit the higher-tier benefits to which the Class Member is entitled (i.e., Patient Portal Subclass benefits).

4.7 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. Each Claim Form must be: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline.

5. RELEASE

5.1 The Release. Upon the date that the Settlement Administrator shall transmit Cash Payments to Settlement Class Members for all Approved Claims pursuant to Paragraph 7.3, and in consideration of the full provision by Prime Healthcare of the Settlement Benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Prime Healthcare and each of the Released Parties from any and all Released Claims, including Plaintiffs' release of the Unknown Claims.

5.2 Bar to Future Suits. Upon the date that the Settlement Administrator shall transmit Cash Payments to Settlement Class Members for all Approved Claims pursuant to Paragraph 7.3, the Settlement Class Representatives and Settlement Class Members shall be barred from asserting any and all Released Claims in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. The Settlement may be pleaded as a complete defense to any such proceeding.

6. NOTICE TO THE SETTLEMENT CLASS

6.1 Timing of Notice. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. To protect Settlement Class Members' privacy rights, the Administrator shall maintain the Class List in confidence, use the Class List only for purposes of this Settlement, and restrict access to the Class List to the Administrator employees who need access to the Class List to effect and perform under this Agreement. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the Patient Portal Subclass Members and the Email Subclass Members. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

6.2 Form of Notice. Notice shall be disseminated via email to the Email Subclass Members. Notice shall be disseminated via postcard through First Class U.S. mail, or, if a valid mailing address is not available, via email to the Patient Portal Subclass Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice sent to Email Subclass Members or Patient Portal Subclass Members will consist of a Short Form Notice in a form substantially similar to those attached hereto as **Exhibit A** and **Exhibit B**. The Short Form Notice disseminated to each Patient Portal Subclass Member shall include or be accompanied by that Class Member's CyEx Medical Shield Pro activation code and enrollment instructions, as provided in Paragraph 4.1(i). The email Notice disseminated to each Email Subclass Member shall likewise include or be accompanied by that Class Member's CyEx Medical Shield Pro activation code and enrollment instructions, as provided in Paragraph 4.1(ii). The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed,

Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. If email notice is delivered but remains unopened after thirty (30) days, a second email notice shall be provided thirty (30) days after the first email. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Email Subclass Member or Patient Portal Subclass Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. The Settlement Administrator shall mail any such postcard notice within 30 calendar days after an email Notice bounces back as undelivered, shall complete any skip trace and re-mailing within 30 calendar days after a postcard Notice is returned as undeliverable, and shall continue re-delivery efforts up to the Claims Deadline. Email Subclass Members or Patient Portal Subclass Members who receive re-mailed notices, if any, shall be given an additional fourteen (14) days to make a Claim, opt-out, or object. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

6.3 Settlement Website. The Settlement Website shall be established at the URL PHSettlement.com. The Settlement Website shall include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Patient Portal Subclass Members shall be able to submit Claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain

operational until at least ninety (90) days after all Settlement Payments have been distributed. In the event of any change to the date or location of the Final Approval Hearing, the Settlement Administrator shall promptly post updated hearing information on the Settlement Website.

6.4 Supplemental Notice. Defendants will provide publication Notice to Settlement Class Members by causing the Settlement Administrator to publish advertisements on websites (not including any Prime Web Property) apprising the Settlement Class of the pendency of the Litigation, and their right to object to or exclude themselves from the proposed Agreement and to appear at the Final Approval Hearing, and linking to the Settlement Website for further information. The Settlement Administrator will direct the advertisements to Settlement Class Members based on geographic location and other identifiers. The advertisements will be published during the entire Notice Period. Publication Notice shall be implemented in accordance with the publication-notice plan set forth in the Supplemental Declaration of Christie K. Reed of Kroll Settlement Administration LLC, including the website categories, geographic and demographic targeting, and reach-and-frequency metrics set forth therein.

6.5 Cost of Notice and Administration. Defendants will pay for the Notice and Settlement Administrative Expenses, which will be paid separately from costs associated with providing the settlement benefits described in Paragraphs 4.1-4.4.

7. CLAIMS PROCESS AND PAYMENT

7.1 Submission of Electronic and Hard Copy Claims. Patient Portal Subclass Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred

and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

7.2 Claims Review Process. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent Claims are valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Patient Portal Subclass.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted Claim prior to making a determination as to its validity.

d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

e. To the extent the Settlement Administrator determines that a timely Claim is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final

and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

7.3 Payment

a. Within 15 days after the Effective Date, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendants. Within 30 days of receiving this accounting, Defendants or their representative shall transmit the funds needed to pay Approved Claims for Cash Payments to the Settlement Administrator in accordance with the terms of this Agreement. Within 60 days after the Effective Date, the Settlement Administrator shall transmit payments to Settlement Class Members for all Approved Claims.

b. Payments issued by the Settlement Administrator for Approved Claims for Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent no later than sixty (60) days following the Effective Date, in accordance with Paragraph 4.4.1.2.

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, except for (i) the injunctive relief provided under Paragraph 4.2, which is available to all Settlement Class Members without any requirement to submit a Claim Form, and (ii) the CyEx Medical Shield Pro subscription provided automatically to Patient Portal Subclass Members and Email Subclass Members under Paragraphs 4.1(i) and 4.1(ii), but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

7.4 Timing. Settlement Checks shall bear the legend that they expire if not negotiated within one hundred eighty (180) days of their issue date. Likewise, the Short Form Notices disseminated to each Patient Portal Subclass Member and Email Subclass Member, which shall include or be accompanied by that Class Member's CyEx Medical Shield Pro activation code, shall bear the legend that the activation code shall expire if not activated within one hundred eighty (180) days of the activation codes' issue date.

7.5 Replacement Checks. *(a) Returned-as-Undeliverable Replacement.* For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned, send an email and/or telephone the Participating Settlement Class Member to obtain updated address information and shall reissue the Settlement Check upon receipt of an updated address. *(b) Lost or Stolen Check Replacement.* Upon a Participating Settlement Class Member's request that a Settlement Check has been lost or stolen, the Settlement Administrator shall void the original check and issue a replacement check. *(c) Validity of Replacement Checks.* Replacement Settlement Checks issued under (a) or (b) shall remain valid and negotiable for ninety (90) days from the date of issuance and thereafter shall be canceled and deemed void.

7.6 Voided Checks. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. Before any cy pres distribution, the Settlement Administrator shall determine the aggregate amount of voided checks, plus any accrued interest. If, after the deadline for negotiation of all Settlement Checks issued in the first distribution, sufficient funds remain from uncashed and voided checks such that a second distribution to Participating Class Members who negotiated their first-distribution Settlement Checks would result in a payment of greater than $5.00 per such Participating Class Member, the Settlement Administrator shall make such a second distribution. Class Members who did not negotiate their first-distribution Settlement Checks shall not be eligible for a second distribution. Any funds remaining unclaimed after the second distribution, including voided checks from that distribution, shall be distributed cy pres as set forth below. Within thirty (30) days after

all checks from the final distribution have become void, the Parties will petition the Court to amend the Final Judgment to direct that the Settlement Administrator must, pursuant to California Code of Civil Procedure § 384, pay an amount equal to the uncleared checks plus any interest that has accrued on a cy pres basis, to Privacy Rights Clearinghouse, which the Parties have mutually selected as an appropriate recipient because of its commitment to advocating for the safe use of all technology. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the cy pres recipient, other than a professional relationship arising out of prior experiences administering settlements.

8. SETTLEMENT ADMINISTRATION

8.1 After a competitive bidding process, the Parties have jointly selected Kroll to serve as the Settlement Administrator and have verified that, as a condition of appointment, Kroll agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Prime Healthcare's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Prime Healthcare's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. The Court shall set a date no earlier than one hundred and fifty (150) days after the Effective Date when the parties shall report to the Court the total amount paid to Settlement Class Members pursuant to California Code of Civil Procedure Section 384(b). Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

a. Forward to Defendants' Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement.

b. Perform an email cleanse and skip trace of the Settlement Class List prior to sending Notice via email or U.S. Mail.

c. Update the mailing addresses for any persons being sent the Notice via U.S. mail prior to the initial mailing by use of the National Change of Address Registry.

d. Provide Notice to the Email Subclass Members and Patient Portal Subclass Members in accordance with Paragraph 6.2 and provide supplemental Notice to the entire Settlement Class.

e. Provide publication Notice to the Settlement Class by publishing advertisements on websites other than the Prime Web Properties, in a manner designed to reach Settlement Class Members.

f. Establish and maintain the Settlement Website.

g. Respond to any emailed or mailed Settlement Class Member inquiries in a timely fashion.

h. Work with the Provider of CyEx Medical Shield Pro to receive activation codes and transmit them to Email Subclass Members and Patient Portal Subclass Members together with Notice, as provided in Paragraphs 4.1 and 6.2.

i. Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Prime Healthcare's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Prime Healthcare's Counsel with the final listing to be provided no later than ten (10) days following the Exclusion Deadline.

j. Provide weekly reports to Class Counsel and Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator.

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

l. Deliver to the Parties' counsel in a reasonably timely manner, but in no event later than seven (7) days after the Exclusion Deadline/Objection Deadline, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections (valid and invalid); and, ultimately, confirm in writing its completion of the administration of the Settlement.

m. After the Effective Date, processing and transmitting Cash Payments to Patient Portal Subclass Members for Approved Claims.

n. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that (1) attests to the implementation of Notice in accordance with the Preliminary Approval Order; and (2) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion.

o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon between Class Counsel, Defendants' Counsel, and the Settlement Administrator.

8.3 The Settlement Administrator shall be obliged to employ reasonable procedures to screen Claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any Claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline.

8.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member. The Settlement Administrator may also contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

8.5 Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator. A Request for Exclusion is a letter from a Settlement Class Member or his/her representative that reasonably communicates the Settlement Class Member's election to be excluded from the Settlement and includes the Settlement Class Member's name, address, and email address or phone number. To be valid, a Request for Exclusion must be timely faxed,

emailed, or postmarked no later than the Exclusion Deadline. The Notice must also state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The following applies to opt-outs:

a. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Settlement Class Member and the Settlement Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Settlement Class Member's identity.

b. Every Settlement Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Settlement Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement.

c. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement.

d. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

8.6 Objections.

8.6.1 Any Participating Settlement Class Member may object or comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Final Approval Hearing.

8.6.2 Objections should be in writing and mailed, faxed, or emailed to the Settlement Administrator.

8.6.3 Objections will not be filed with the Court.

8.6.4 The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorneys' fees and costs. Only Participating Settlement Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

9. TERMINATION OF SETTLEMENT

9.1 Subject to Paragraphs 12.1-12.3 below, Prime Healthcare or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this State Court Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 12.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

9.2 The Parties agree that the Court's failure to award, in whole or in part, an attorneys' fees payment to Class Counsel and/or the Service Award set forth in Paragraphs 11.1-11.3 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

The procedures for any application for approval of attorneys' fees, expenses, or Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

10. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

10.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A-D** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

10.2 Prime Healthcare's non-opposition to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Prime Healthcare shall retain all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserve all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification

of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying any class for any purpose related to the Litigation or any other proceeding.

10.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Litigation as set forth herein. The Final Approval Hearing shall be no earlier than one hundred and twenty (120) days after the Notice Date.

10.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

a. find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

b. approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on Plaintiffs, the Settlement Class, and Releasing Parties;

c. find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the California Rules of Civil Procedure, the Due Process Clause of the United States and California Constitutions, and the rules of the Court;

d. find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

e. assess no fees or costs to any Party except as provided in the Settlement Agreement;

f. incorporate the Release set forth above, make the Release effective upon the Settlement Administrator's transmission of Cash Payments to Settlement Class Members for all Approved Claims pursuant to Paragraph 7.3, and forever discharge the Released Parties as set forth herein;

g. incorporate the Release set forth in Section 5 as to the Releasing Parties;

h. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

i. incorporate any other provisions, as the Court deems necessary and just.

11. CLASS COUNSEL'S ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARD

11.1 Subject to the Court's approval, and consistent with California Rules of Court, Rule 3.769(b), the Parties agree to submit to the Court in the State Court Action for determination of the reasonable attorneys' fees, litigation costs, and litigation expenses subject to a disclosed ceiling of $2,000,000. In the event the Court awards attorneys' fees, costs, and expenses more than $2,000,000, Class Counsel agrees to waive their right to collect on any amount exceeding $2,000,000. Class Counsel will petition the Court for an award of attorneys' fees and litigation costs and expenses no later than fourteen (14) days before the Objection Deadline and no later than sixteen (16) court days before the Final Approval Hearing. Defendants may oppose or object to the amount of attorneys' fees, litigation costs, and litigation expenses sought by Class Counsel. Defendants' Opposition to Class Counsel's petition to the Court for an award of attorneys' fees and litigation costs and expenses will be filed within twenty-one (21) days following Class Counsel's petition.

11.2 The Fee and Expense Award shall be payable in accordance with the Schedule of Payments in Paragraph 4.3, after the deadline for Settlement Class Members to be paid in full. Prior to the Effective Date, Class Counsel will provide all payment routing information and tax I.D. numbers for Class Counsel, and all address information to Prime Health's counsel so that payment may be made by check. Payment of the Fee Award shall be made by the Defendants by wire transfer or by check (at Defendants' election) to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms.

11.3 Subject to Court approval, the Class Representatives may be paid a Service Award by Prime Healthcare, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Class Representatives may request a Service Award of $3,000 each (for a total of $15,000.00). Prime Healthcare will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Service Award to the Class Representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as a Service Award for the Class Representatives. Such award will be paid by Defendants directly, in the amount approved by the Court, in accordance with the Schedule of Payments in Paragraph 4.3, after the deadline for Settlement Class Members to be paid in full.

12. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

12.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the day after which the last (in time) of the following events occurs:

a. The Parties and their counsel have executed this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

d. The time to appeal has been exhausted and the Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment becomes Final.

12.2 If some or all of the conditions specified in Paragraph 12.1 are not met, or in the event this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, including sections 9.1 and 9.2 above, then this Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with the Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all the Settling Parties.

12.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 12.1, 12.2 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Litigation as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Litigation as if this Agreement had never been entered into.

13. MISCELLANEOUS PROVISIONS.

13.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the

extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Prime Healthcare's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

13.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them against the Released Parties.

13.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

13.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Litigation, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendants, as an admission, concession or evidence of any fault, misrepresentation or

omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

d. is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

e. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Litigation would have exceeded or would have been less than any particular amount.

13.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

13.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

13.7 All of the Exhibits and Appendices to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

13.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations,

agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

13.9 Except as otherwise provided herein, each Party shall bear its own costs.

13.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

13.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

13.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

13.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

13.14 The terms and provisions of this Agreement may be amended, modified, or expanded 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, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendants under this Agreement.

13.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California.

13.16 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

13.17 Any conflict between the deadlines set forth in this Agreement and the deadlines set forth below in the Settlement Timeline shall be resolved in favor of the Settlement Timeline set forth in Paragraph 14.

13.18 If any date or deadline specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All references to "days" in this agreement shall refer to calendar days (not business days) unless otherwise specified.

13.19 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

Class Counsel:
Foster C. Johnson
Ahmad, Zavitsanos & Mensing, PLLC
1221 McKinney, Suite 2500
Houston, TX 77010
Tel: (713) 655-1101
fjohnson@azalaw.com

Michael A. Caddell
Caddell & Chapman
628 East 9th Street
Houston TX 77007-1722
Telephone: (713) 751-0400
mac@caddellchapman.com

Matthew J. Langley
Almeida Law Group
849 West Webster Avenue
Chicago, IL 60614
Tel: (773) 554-9354
matt@almeidalawgroup.com

Prime Healthcare's Counsel
Raymond O. Aghaian
Baker & Hostetler LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Telephone: (310) 820-8800
raghaian@bakerlaw.com

14. SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Prime Healthcare provides the Settlement Class List to the Settlement Administrator	+15 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Claims Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Objection Deadline	+90 days after Notice Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	+105 days after Notice Date
Final Approval Hearing	+120 days after Notice Date (at minimum)
Motion for Final Approval and Petition for Class Counsel's Attorneys' Fees, Litigation Costs, and Litigation Expenses	No later than 14 days before the Objection Deadline and no later than 16 court days before the Final Approval Hearing
Defendants' Opposition to Class Counsel's Petition for Attorneys' Fees, Litigation Costs, and Litigation Expenses	No later than 21 days following Class Counsel's Petition.
Grant of Final Approval	
Effective Date	+31 days after Final Approval Order and Judgment (assuming no appeals)
Prime Healthcare to fund Cash Payments for Patient Portal Subclass Members	+45 days after Effective Date (per Paragraph 7.3(a))
Payment of the Fee and Expenses Award and Class Representative Service Awards	After the deadline for Settlement Class Members to be paid in full per Paragraph 4.3 (no earlier than +60 days after Effective Date)
Settlement Payments	+ No later than 60 days after Effective Date
Settlement Website Deactivation	+90 days after Effective Date

IT IS SO AGREED TO BY THE PARTIES:

Dated: 09 / 04 / 2026

JANE DOE

By: [redacted]
Jane Doe, individually and as representative of the Settlement Class

Dated: _____

JAN DOE

By:_____
Jan Doe, individually and as representative of the Settlement Class

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14. SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Prime Healthcare provides the Settlement Class List to the Settlement Administrator	+15 days after Preliminary Approval
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Motion for Final Approval and Petition for Class Counsel's Attorneys' Fees, Litigation Costs, and Litigation Expenses	No later than 14 days before the Objection Deadline and no later than 16 court days before the Final Approval Hearing
Defendants' Opposition to Class Counsel's Petition for Attorneys' Fees, Litigation Costs, and Litigation Expenses	No later than 21 days following Class Counsel's Petition.
Grant of Final Approval	
Effective Date	+31 days after Final Approval Order and Judgment (assuming no appeals)
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Settlement Payments	+ No later than 60 days after Effective Date
Settlement Website Deactivation	+90 days after Effective Date

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

JANE DOE

By:_____
Jane Doe, individually and as representative of the Settlement Class

Dated: 09 / 04 / 2026

JAN DOE

By: [redacted]
Jan Doe, individually and as representative of the Settlement Class

Doc ID: cfc01e1052db6b28dc133964c155adb03eb7fab9

Dated: 09 / 04 / 2026

JANICE DOE

By: [redacted]
Janice Doe, individually and as representative of the Settlement Class

Dated: _____

JAMIE DOE

By:_____
Jamie Doe, individually and as representative of the Settlement Class

Dated: _____

R.S.

By:_____
R.S., individually and as representative of the Settlement Class

Dated: _____

Prime Healthcare Services, Inc.

By:_____

Name:_____

Title:_____

Dated: _____

Centinela Hospital Medical Center

By:_____

Name:_____

Title:_____

Dated: _____

Sherman Oaks Hospital

By:_____

Name:_____

Title:_____

Doc ID: 7da53023d564dd0b8fb22487b13c1483a7c7e592

Dated: _____

JANICE DOE

By:_____
Janice Doe, individually and as representative of the Settlement Class

Dated: 09 / 04 / 2026

JAMIE DOE

By: [redacted]
Jamie Doe, individually and as representative of the Settlement Class

Dated: _____

R.S.

By:_____
R.S., individually and as representative of the Settlement Class

Dated: _____

Prime Healthcare Services, Inc.

By:_____

Name:_____

Title:_____

Dated: _____

Centinela Hospital Medical Center

By:_____

Name:_____

Title:_____

Dated: _____

Sherman Oaks Hospital

By:_____

Name:_____

Title:_____

Doc ID: 90bd0a5764c529045ed3a4ebdfc0bef6974260ed

Dated: _____

JANICE DOE

By:_____
Janice Doe, individually and as representative of the Settlement Class

Dated: _____

JAMIE DOE

By:_____
Jamie Doe, individually and as representative of the Settlement Class

Dated: 09 / 04 / 2026

R.S.

By: [redacted]
R.S., individually and as representative of the Settlement Class

Dated: _____

Prime Healthcare Services, Inc.

By:_____

Name:_____

Title:_____

Dated: _____

Centinela Hospital Medical Center

By:_____

Name:_____

Title:_____

Dated: _____

Sherman Oaks Hospital

By:_____

Name:_____

Title:_____

Doc ID: 7dbc915244e8ba7dc1a9b04b4b7604690d7aa825

Dated: _____

JANICE DOE

By:_____
Janice Doe, individually and as representative of the Settlement Class

Dated: _____

JAMIE DOE

By:_____
Jamie Doe, individually and as representative of the Settlement Class

Dated: _____

R.S.

By:_____
R.S., individually and as representative of the Settlement Class

Dated: 09/03/2026

Prime Healthcare Services, Inc.

By:_____

Name: Erica Reilley Swanholt

Title: Vice President and General Counsel

Dated: 09/03/2026

Centinela Hospital Medical Center

By:_____

Name: Erica Reilley Swanholt

Title: Vice President and General Counsel

Dated: 09/03/2026

Sherman Oaks Hospital

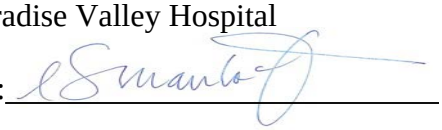
By:_____

Name: Erica Reilley Swanholt

Title: Vice President and General Counsel

Dated: 09/03/2026

Paradise Valley Hospital

By: 

Name: Erica Reilley Swanholt

Title: Vice President and General Counsel

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

By: _____

Foster Johnson
AHMAD, ZAVITSANOS & MENSING, PLLC
1221 McKinney, Suite 2500
Houston, TX 77010
(713) 655-1101
fjohnson@azalaw.com

Michael A. Caddell
CADDELL & CHAPMAN
628 East 9th Street
Houston TX 77007-1722
Telephone: (713) 751-0400
mac@caddellchapman.com

Matthew J. Langley
ALMEIDA LAW GROUP
849 West Webster Avenue
Chicago, IL 60614
Tel: (773) 554-9354
matt@almeidalawgroup.com

Attorneys for Plaintiffs and Settlement Class Counsel

Dated: 9/8/2026

By: 

Raymond O. Aghaian
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Telephone: (310) 820-8800
raghaian@bakerlaw.com

Attorneys for Defendants Prime Healthcare Services, Inc., Centinela Hospital Medical Center, Sherman Oaks Hospital, and Paradise Valley Hospital

Dated: _____

Paradise Valley Hospital

By:_____

Name:_____

Title:_____

IT IS SO STIPULATED BY COUNSEL:

Dated: 9/8/26

By: Michael A. Caddell

Foster Johnson
AHMAD, ZAVITSANOS & MENSING, PLLC
1221 McKinney, Suite 2500
Houston, TX 77010
(713) 655-1101
fjohnson@azalaw.com

Michael A. Caddell
CADDELL & CHAPMAN
628 East 9th Street
Houston TX 77007-1722
Telephone: (713) 751-0400
mac@caddellchapman.com

Matthew J. Langley
ALMEIDA LAW GROUP
849 West Webster Avenue
Chicago, IL 60614
Tel: (773) 554-9354
matt@almeidalawgroup.com

Attorneys for Plaintiffs and Settlement Class Counsel

Dated: _____

By:_____

Raymond O. Aghaian
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Telephone: (310) 820-8800
raghaian@bakerlaw.com

APPENDIX A

Prime Web Properties	Relevant Hospitals	Class Period Start Dates	Class Period End Dates
https://centinelamed.com/	Centinela Hospital Medical Center	November 1, 2019	January 27, 2023
https://cvmc.com/	Chino Valley Medical Center	November 1, 2019	March 9, 2023
https://dvmc.com/	Desert Valley Hospital	November 1, 2019	January 18, 2023
https://encinomed.org/	Encino Hospital Medical Center	November 1, 2019	February 1, 2023
https://harlingenmedicalcenter.com/	Harlingen Medical Center	November 1, 2019	December 16, 2022
https://paradisevalleyhospital.net/	Paradise Valley Hospital	November 1, 2019	November 30, 2022
https://sandimashospital.com/	San Dimas Community Hospital	November 1, 2019	March 9, 2023
https://shastaregional.com/	Shasta Regional Medical Center	November 1, 2019	October 18, 2023
https://shermanoakshospital.org/	Sherman Oaks Hospital	November 1, 2019	February 1, 2023
https://alvaradohospital.com/	Alvarado/UC San Diego Health	November 1, 2019	October 12, 2022
https://dallasmedcenter.com/	Dallas Medical Center	November 1, 2019	November 17, 2022
https://dallasregionalmedicalcenter.com/	Dallas Regional Medical Center	November 1, 2019	November 17, 2022
https://gch.org/	Garden City Hospital	November 1, 2019	November 30, 2022
https://hbhospital.org/	Huntington Beach Hospital	November 1, 2019	February 3, 2023
https://knappmed.org/	Knapp Medical Center	November 1, 2019	December 16, 2022
https://lowerbuckshosp.com/	Lower Bucks Hospital	November 1, 2019	December 22, 2022
https://northvistahospital.com/	North Vista Hospital	November 1, 2019	August 15, 2023
https://roxboroughmemorial.com/	Roxborough Memorial Hospital	November 1, 2019	December 22, 2022
https://saintclares.com	Saint Clare's Health	November 1, 2019	March 28, 2023

https://southernregional.org/	Southern Regional Medical Center	November 1, 2019	January 31, 2023
https://stjosephkc.com/	St. Joseph Medical Center	November 1, 2019	June 15, 2023
https://smh-nj.com/	St. Mary's General Hospital	November 1, 2019	December 28, 2022
https://suburbanhosp.org/	Suburban Community Hospital	November 1, 2019	December 22, 2022
https://westanaheimmedctr.com/	West Anaheim Medical Center	November 1, 2019	January 27, 2023
https://providencekc.com/	Providence Medical Center	November 1, 2019	June 20, 2023
https://missionrmc.org/	Mission Regional Medical Center	November 1, 2019	December 16, 2022
https://elch.org/	East Liverpool City Hospital	November 1, 2019	February 10, 2023
https://www.primehealthcare.com/		November 1, 2019	July 1, 2023
https://monroehospital.com/	Monroe Hospital	November 1, 2019	January 27, 2023

EXHIBIT A

PATIENT PORTAL SUBCLASS SHORT FORM NOTICE

Why am I receiving this notice?

A Settlement has been reached with Prime Healthcare Services, Inc. ("Prime Healthcare" or "Defendants") in a class action lawsuit about the way Prime Healthcare used third-party tracking technologies ("Tracking Pixels") on its website and Prime Web Properties. Plaintiffs claim that using tracking pixels violated certain state and federal privacy laws. Prime Healthcare denies all wrongdoing. The Court has not decided who is right. To avoid the uncertainties of continued Litigation, both Parties have decided to settle. A copy of the Settlement Agreement and a list of the affected Prime Web Properties are available at www.PHSettlement.com.

Who is included in the Settlement?

If you received this Notice, you have been identified as a Prime Healthcare patient who logged into a Prime Healthcare patient portal between November 1, 2019, and October 18, 2023. Your hospital's exact Class Period end date appears in Appendix A, available at www.PHSettlement.com. Prime Healthcare's records indicate that you are a Settlement Class Member in the Patient Portal Subclass.

What are the Settlement benefits?

All Patient Portal Subclass Members receive the following benefits: (1) one (1) year of CyEx Medical Shield Pro privacy monitoring services—your activation code and enrollment instructions are included with this Notice, and no Claim Form is required; (2) a one-time $20 cash payment, if you submit a valid and timely Claim Form; and (3) the benefit of injunctive relief: Prime Healthcare has agreed not to use Google Analytics or the Meta Pixel on the Prime Web Properties for five years following final approval of the Settlement. Full details and instructions are at www.PHSettlement.com.

How do I get benefits?

Your CyEx Medical Shield Pro activation code is included with this Notice: «ActivationCode». Your CyEx Medical Shield Pro code must be activated by Month XX, 2026, after which the code shall expire [180 days after issuance of Notice]. To enroll, follow the enclosed instructions—no Claim Form is required. To receive the $20 cash payment, submit a Claim Form online at www.PHSettlement.com, or call (833) 319-5511 for assistance. Claims must be postmarked or submitted online by Month XX, 2026.

Who represents me?

The Court has appointed the law firms of Caddell & Chapman; Ahmad, Zavitsanos & Mensing, PLLC; and Almeida Law Group LLC to represent you and other Settlement Class Members as "Class Counsel."

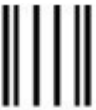
What are my other rights?

If you do nothing, you will not receive the $20 cash payment (although you may still use the enclosed CyEx Medical Shield Pro code), you will remain in the Settlement Class, and you will "release" the Defendants and other Released Parties. The claims released (the "Released Claims") are: any and all claims, causes of action, or rights to relief—asserted or unasserted, at law or in equity—that were asserted in the operative complaint in the Litigation or that reasonably could have been asserted based on the facts alleged in the operative complaint in the Litigation, including without limitation claims arising under CIPA (Cal. Penal Code §§ 630, 631(a), 632, 637.2, 638.51), the CMIA (Cal. Civ. Code § 56 et seq.), the UCL (Bus. & Prof. Code § 17200), the CDAFA (Cal. Penal Code § 502), the California Constitutional right to privacy, the ECPA (18 U.S.C. § 2511 et seq.), the California Customer Records Act (Cal. Civ. Code § 1798.82), or any analogous federal, state, or common-law claim. The Released Claims do not include claims that do not arise out of or relate to the facts alleged in the operative complaints in the Litigation. The full release is set forth in the Second Amended Settlement Agreement, available at www.PHSettlement.com. If you do not want to receive Settlement benefits, but you want to keep your right to sue the Defendants for the claims resolved by this Settlement you must exclude yourself from the Settlement Class (called "opting out"). If you do not exclude yourself, you may tell the Court why you think the Settlement should not be approved and ask the Court for permission to speak at the Final Approval Hearing. The deadline to exclude yourself is **Month XX, 2026.**

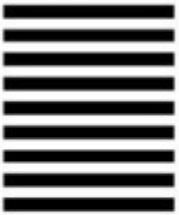
When will the Court approve the Settlement?

The Court will hold a Final Approval Hearing in this case on **Month XX, 2026 at xx:xx x.m. Pacific Time** at the Spring Street Courthouse, Dept. 7, **312 North Spring Street, Los Angeles, CA 90012**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to $2,000,000 attorneys' fees, costs, and expenses, $3,000 service awards for the five Class Representatives, and $137,824 for Settlement Administration Expenses. You may attend the hearing at your own cost, but you do not have to. Please visit www.PHSettlement.com for current hearing information in the event of any change.

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.PHSETTLEMENT.COM.



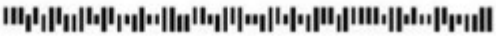
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

Prime Healthcare Pixel Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391



Prime Healthcare Pixel Settlement
c/o Kroll Settlement Administration LLC
P.O, Box 225391
New York, NY 10150-5391

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID

Doe, et al. v. Prime Healthcare, et al.
Case No. 23STCV26800
Superior Court of California, Los Angeles County

RECORDS SHOW YOU LOGGED INTO A PRIME HEALTHCARE PATIENT PORTAL BETWEEN NOVEMBER 1, 2019, AND OCTOBER 18, 2023. A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO A CASH PAYMENT AND OTHER BENEFITS.

For more information about the proposed class action settlement, including how to submit a claim or exclude yourself, please visit www.PHSettlement.com or call toll-free **(833) 319-5511**.

Para una notificación en español, llamar (833) 319-5511 o visitar nuestro sitio web www.PHSettlement.com.

Forwarding Service Requested
[BARCODE]
Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

EXHIBIT B

EMAIL SUBCLASS SHORT FORM NOTICE

TO: <<Email Address>>
FROM: "Prime Healthcare Settlement" <<info@Phsettlement.com.>>
SUBJECT: Prime Healthcare Settlement – Your Free Privacy Monitoring Code Is Included

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LEGAL NOTICE

Doe, et al. v. Prime Healthcare Services, Inc., et al.
Case No. 23STCV26800
Superior Court of California, Los Angeles County

RECORDS SHOW YOU WERE A PATIENT AT A CALIFORNIA PRIME HEALTHCARE HOSPITAL BETWEEN NOVEMBER 1, 2021, AND OCTOBER 18, 2023. A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO DATA SECURITY AND PRIVACY MONITORING.

A Court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

Para una notificación en español, llamar (833) 319-5511 o visitar nuestro sitio web www.PHSettlement.com.

Dear << First >> << Last >>:

What is this Settlement about? Prime Healthcare and its hospitals ("Prime Healthcare" or "Defendants") were accused of using third-party tracking technology ("Tracking Pixels") on their websites between November 1, 2021, and October 18, 2023. Plaintiffs claim that using tracking pixels violated certain state and federal privacy laws. Defendants deny all wrongdoing, and the Court has not decided who is right. To avoid the uncertainty of continuing Litigation, the Parties have decided to settle.

Who is a Settlement Class Member? Prime Healthcare's records identify you as a Settlement Class Member in the Email Subclass. The Email Subclass includes all individuals who were a patient at any of the California Prime Healthcare hospitals included in the chart below during the time period between November 1, 2021, through the class period end date for the respective hospital and provided Prime Healthcare with an email address. The affected Prime Healthcare California hospital websites include:

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
https://centinelamed.com/	Centinela Hospital Medical Center	November 1, 2019	January 27, 2023
https://cvmc.com/	Chino Valley Medical Center	November 1, 2019	March 9, 2023
https://dvmc.com/	Desert Valley Hospital	November 1, 2019	January 18, 2023
https://encinomed.org/	Encino Hospital Medical Center	November 1, 2019	February 1, 2023
https://paradisevalleyhospital.net/	Paradise Valley Hospital	November 1, 2019	November 30, 2022
https://sandimashospital.com/	San Dimas Community Hospital	November 1, 2019	March 9, 2023

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
https://shastaregional.com/	Shasta Regional Medical Center	November 1, 2019	October 18, 2023
https://shermanoakshospital.org/	Sherman Oaks Hospital	November 1, 2019	February 1, 2023
https://alvaradohospital.com/	Alvarado/UC San Diego Health	November 1, 2019	October 12, 2022
https://hbhospital.org/	Huntington Beach Hospital	November 1, 2019	February 3, 2023
https://westanaheimmedctr.com/	West Anaheim Medical Center	November 1, 2019	January 27, 2023

What are the benefits? The Settlement provides the following benefits:

CyEx Medical Shield Pro: Settlement Class Members described above will receive one (1) year of CyEx Medical Shield Pro privacy monitoring services. Your activation code and enrollment instructions are included in this Notice, and no Claim Form is required. Medical Shield Pro provides a comprehensive solution to help restore and protect consumers' online medical information privacy. Medical Shield Pro offers numerous benefits, including:

(1) Dark Web Monitoring: Medical Shield's Dark Web Monitoring tracks and alerts when personal information is listed for sale on the dark web – such as black-market websites, secret chat rooms, and underground forums.

(2) National Provider Identifier Monitoring: An exclusive monitoring service for healthcare providers. Tracks NPI and informs users if registered licensing credentials are found on the dark web.

(3) $1,000,000 Identity Theft Insurance: No-deductible insurance for covering expenses due to an identity theft incident.

(4) Medical Record Number Monitoring: Alerts when a Medical Record Number has been detected on the dark web, which could potentially expose permanent medical and health records from providers, hospitals, and urgent care centers to bad actors.

(5) Real-Time Authentication Alerts: Provides notification when a creditor receives a request for certain types of account transactions using the customer's Social Security Number (SSN).

(6) Security Freeze Assist: Helps freeze credit files instantly from up to ten (10) consumer reporting agencies, including the three (3) major credit bureaus.

(7) Victim Assistance: A team of Identity Theft Recovery Specialists offers immediate remediation assistance if identity theft is suspected.

More information about **CyEx Medical Shield Pro** can be found at https://cyex.com/medical-shield.

- **Injunctive Relief**: Prime Healthcare has also agreed not to use Google Analytics or the Meta Pixel on the Prime Web Properties for a period of five years following final approval of the Settlement, and Prime Healthcare agrees to create a Web Governance Committee that will conduct annual audits of all Prime Healthcare websites to ascertain compliance with the above requirements, including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixel technologies.

How do I get benefits? Nothing further is required. Your activation code for one (1) year of CyEx Medical Shield Pro is set forth below. To enroll, visit https://cyex.com/medical-shield and enter your activation code, or follow the enrollment instructions included with this Notice. Your CyEx Medical Shield Pro code must be activated by Month XX, 2026, after which the code shall expire [180 days after issuance of Notice].

Activation Code: «ActivationCode»

Do I have a lawyer in the case? Yes. The Court appointed the law firms of Caddell & Chapman, Ahmad, Zavitsanos & Mensing, PLLC, and Almeida Law Group (called "Class Counsel") to represent you and other Settlement Class Members in this case.

What are my other rights?

- Do Nothing: If you do nothing, you will remain in the Settlement Class, you may use the CyEx Medical Shield Pro activation code included with this Notice, and you will "release" the Defendants and other Released Parties for the claims resolved by this Settlement. The claims you release (the "Released Claims") are: any and all claims, causes of action, or rights to relief—asserted or unasserted, at law or in equity—that were asserted in the operative complaint in the Litigation or that reasonably could have been asserted based on the facts alleged in the operative complaint in the Litigation, including without limitation claims arising under CIPA (Cal. Penal Code §§ 630, 631(a), 632, 637.2, 638.51), the CMIA (Cal. Civ. Code § 56 et seq.), the UCL (Bus. & Prof. Code § 17200), the CDAFA (Cal. Penal Code § 502), the California Constitutional right to privacy, the ECPA (18 U.S.C. § 2511 et seq.), the California Customer Records Act (Cal. Civ. Code § 1798.82), or any analogous federal, state, or common-law claim. The Released Claims do not include claims that do not arise out of or relate to the facts alleged in the operative complaints in the Litigation. The full release is set forth in the Second Amended Settlement Agreement, available at www.PHSettlement.com.
- Exclude yourself: If you want to keep your right to sue the Defendants for the claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called "opting out"). If you exclude yourself, you may not use the CyEx Medical Shield Pro activation code. The deadline to exclude yourself is Month XX, 2026.

  Object: If you do not exclude yourself, you may object to the Settlement by writing to the Settlement Administrator explaining why you think the Court should not approve the Settlement. The deadline to object is Month XX, 2026. Detailed instructions on how to exclude yourself or object are on the Settlement Website at www.PHSettlement.com.

The Final Approval Hearing. The Court will hold the Final Approval Hearing virtually and in person at the Spring Street Courthouse, Dept. 7, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012 on **Month XX, 2026**, at xxxxx a.m. to consider whether to approve the proposed Settlement. The Court will also consider Class Counsel's Application for up to $2,000,000 for Attorney's Fees, Costs, and Expenses, service awards of $3,000 for each of the five (5) Class Representatives ($15,000 in total) in recognition of their efforts on behalf of the Settlement Class, and Settlement Administration Costs of $137,824. You may attend the hearing, but you don't have to. The time and date of this hearing may change. Please visit www.PHSettlement.com for current hearing, including virtual appearance information.

How do I get more information? This Notice is only a summary. For additional information, including a copy of the Settlement Agreement, Class Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit www.PHSettlement.com or call (833) 319-5511.

User ID: <<SIMID>>

EXHIBIT C

LONG FORM NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Doe, et al. v. Prime Healthcare Services, Inc., et al.
Case No. 23STCV26800
Superior Court of California, Los Angeles County

YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT BECAUSE YOU HAVE BEEN IDENTIFIED AS A PRIME HEALTHCARE PATIENT WHO LOGGED INTO A PRIME HEALTHCARE PATIENT PORTAL BETWEEN NOVEMBER 1, 2019 AND OCTOBER 18, 2023 OR AS A PATIENT AT A PRIME HEALTHCARE HOSPITAL IN CALIFORNIA BETWEEN NOVEMBER 1, 2021 AND OCTOBER 18, 2023.

A Court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.

Please read this Notice carefully and completely.

Para una notificación en español, llamar (833) 319-5511 o visitar nuestro sitio web www.PHSettlement.com.

- A Settlement has been reached with Prime Healthcare Services, Inc. ("Prime Healthcare" or "Defendant") in a class action lawsuit. This lawsuit concerned the Defendants' use of third-party tracking technologies, called "tracking pixels," on its web pages. Plaintiffs claim that using tracking pixels violated certain state and federal privacy laws.
- The lawsuit is captioned *Doe, et al. v. Prime Healthcare Services, Inc., et al.*, Case No. 23STCV26800, pending in the Superior Court of California for Los Angeles County (the "Action").
- The Defendants deny they did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- You are included in the Settlement Class if you were a patient of Prime Healthcare and the Relevant Hospitals and you accessed one of Prime Healthcare's patient portals between November 1, 2019, and October 18, 2023, or you were a patient at one of Prime Healthcare's California hospitals between November 1, 2021, and October 18, 2023 and provided Prime Healthcare with your email address (see Question 5 for a list of Relevant Hospitals).
- Your rights are affected whether you act or don't act.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	All Settlement Class Members automatically receive a code for one (1) year of CyEx Medical Shield Pro with their Notice—no Claim Form is required. Patient Portal Subclass Members may also receive a $20 cash	**Month XX, 2026**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
	payment by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.PHSettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no Settlement benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**Month XX, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object by sending a written objection to the Settlement Administrator explaining why you think the Court should not approve the Settlement, or by objecting in person at the Final Approval Hearing. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**Month XX, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive a cash payment (although you may still use the CyEx Medical Shield Pro code included with your Notice), and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Superior Court of California for Los Angeles County authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Doe, et al. v. Prime Healthcare Services, Inc., et al.,* Case No. 23STCV26800, pending in the Superior Court of California for Los Angeles County. The persons that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the entity they sued, Prime Healthcare Services, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that Prime Healthcare used third-party tracking technologies, called "tracking pixels," on its website in a way that violates certain state and federal privacy laws.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the Plaintiffs or "Class Representatives." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are individuals (Jane Doe, Jan Doe, Janice Doe, Jamie Doe, and R.S.) whose names are under court seal, and everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant is right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

"Settlement Class" is defined to mean all patients of Prime Healthcare and the Relevant Hospitals that accessed and/or utilized any of the Prime Web Properties during the period from November 1, 2019, through the date all tracking pixels were definitively removed from the respective Prime Web Property for each such Relevant Hospital, as reflected in Appendix A. Excluded from the Settlement Class are: (1) any Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' families; (2) officers and directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

The table below contains the list of affected Prime Web Properties from Appendix A.

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
https://centinelamed.com/	Centinela Hospital Medical Center	November 1, 2019	January 27, 2023
https://cvmc.com/	Chino Valley Medical Center	November 1, 2019	March 9, 2023
https://dvmc.com/	Desert Valley Hospital	November 1, 2019	January 18, 2023
https://encinomed.org/	Encino Hospital Medical Center	November 1, 2019	February 1, 2023
https://harlingenmedicalcenter.com/	Harlingen Medical Center	November 1, 2019	December 16, 2022
https://paradisevalleyhospital.net/	Paradise Valley Hospital	November 1, 2019	November 30, 2022
https://sandimashospital.com/	San Dimas Community Hospital	November 1, 2019	March 9, 2023
https://shastaregional.com/	Shasta Regional Medical Center	November 1, 2019	October 18, 2023
https://shermanoakshospital.org/	Sherman Oaks	November 1,	February 1,

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
	Hospital	2019	2023
https://alvaradohospital.com/	Alvarado/UC San Diego Health	November 1, 2019	October 12, 2022
https://dallasmedcenter.com/	Dallas Medical Center	November 1, 2019	November 17, 2022
https://dallasregionalmedicalcenter.com/	Dallas Regional Medical Center	November 1, 2019	November 17, 2022
https://gch.org/	Garden City Hospital	November 1, 2019	November 30, 2022
https://hbhospital.org/	Huntington Beach Hospital	November 1, 2019	February 3, 2023
https://knappmed.org/	Knapp Medical Center	November 1, 2019	December 16, 2022
https://lowerbuckshosp.com/	Lower Bucks Hospital	November 1, 2019	December 22, 2022
https://northvistahospital.com/	North Vista Hospital	November 1, 2019	August 15, 2023
https://roxboroughmemorial.com/	Roxborough Memorial Hospital	November 1, 2019	December 22, 2022
https://saintclares.com	Saint Clare's Health	November 1, 2019	March 28, 2023
https://southernregional.org/	Southern Regional Medical Center	November 1, 2019	January 31, 2023
https://stjosephkc.com/	St. Joseph Medical Center	November 1, 2019	June 15, 2023
https://smh-nj.com/	St. Mary's General Hospital	November 1, 2019	December 28, 2022
https://suburbanhosp.org/	Suburban Community Hospital	November 1, 2019	December 22, 2022
https://westanaheimmedctr.com/	West Anaheim Medical Center	November 1, 2019	January 27, 2023
https://providencekc.com/	Providence Medical Center	November 1, 2019	June 20, 2023
https://missionrmc.org/	Mission	November 1,	December 16,

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
	Regional Medical Center	2019	2022
https://elch.org/	East Liverpool City Hospital	November 1, 2019	February 10, 2023
https://primehealthcare.com/		November 1, 2019	July 1, 2023
https://monroehospital.com/	Monroe Hospital	November 1, 2019	January 27, 2023

6. What if I am still not sure if I am included?

If you are still not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@PHSettlement.com
- Call toll free, 24/7: 1-833-319-5511.
- By mail: Prime Healthcare Pixel Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY, 10151.

You may also view the Settlement Agreement at www.PHSettlement.com.

The Settlement Benefits

7. What does the Settlement provide?

Prime Healthcare has agreed that Settlement Class Members who accessed one of Prime Healthcare's patient portals during the Class Period (the Patient Portal Subclass) are entitled to a $20 cash payment, upon submission of a valid and timely Claim Form, and a one-year subscription to CyEx Medical Shield Pro, provided automatically with their Notice. Prime Healthcare has further agreed that individuals who were patients at one of Prime Healthcare's California hospitals between November 1, 2021, and the end of the Class Period and who provided Prime Healthcare an email address (the Email Subclass) are entitled to a one-year subscription to CyEx Medical Shield Pro, also provided automatically with their Notice. In addition, Prime Healthcare has agreed that for a period of five years following final approval of the Settlement that Prime Healthcare will refrain from using certain tracking technologies on its websites.

No claim is required to receive CyEx Medical Shield Pro: your activation code and enrollment instructions accompany this Notice. To use your CyEx Medical Shield Pro, you must activate your code within 180 days of its issuance, after which it will expire. Patient Portal Subclass Members may file a claim for the $20 cash payment.

BENEFITS

CyEx Medical Shield Pro: All Patient Portal Subclass and Email Subclass Members receive a code for one (1) year of CyEx Medical Shield Pro privacy monitoring services, transmitted with their

Notice; no Claim Form is required. Medical Shield Pro provides a comprehensive solution to help restore and protect consumers' online medical information privacy. Medical Shield Pro offers numerous benefits, including:

(1) Dark Web Monitoring: Medical Shield's Dark Web Monitoring tracks and alerts when personal information is listed for sale on the dark web, such as black-market websites, secret chat rooms, and underground forums.

(2) National Provider Identifier Monitoring: An exclusive monitoring service for healthcare providers. Tracks NPI and informs users if registered licensing credentials are found on the dark web.

(3) $1,000,000 Identity Theft Insurance: No-deductible insurance for covering expenses due to an identity theft incident.

(4) Medical Record Number Monitoring: Alerts when a Medical Record Number has been detected on the dark web, which could potentially expose permanent medical and health records from providers, hospitals, and urgent care centers to bad actors**.**

(5) Real-Time Authentication Alerts: Provides notification when a creditor receives a request for certain types of account transactions using the customer's Social Security Number (SSN).

(6) Security Freeze Assist: Helps freeze credit files instantly from up to ten (10) consumer reporting agencies, including the three (3) major credit bureaus.

(7) Victim Assistance: A team of Identity Theft Recovery Specialists offers immediate remediation assistance if identity theft is suspected**.**

More information about CyEx Medical Shield Pro can be found at https://cyex.com/medical-shield.

All Patient Portal Subclass and Email Subclass Members receive one year of this service automatically.

Cash Payment: All Patient Portal Subclass Members may claim a one-time $20 cash payment by submitting a valid and timely Claim Form.

Injunctive Relief: Prime Healthcare shall not use Google Analytics or the Meta Pixel on the Prime Web Properties for a period of five years following final approval of the Settlement, and Prime Healthcare agrees to create a Web Governance Committee that will conduct annual audits of all Prime Healthcare websites to ascertain compliance with the above requirements, including, if applicable, requiring business associate agreements with third-party providers of tracking pixel technologies.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@PHSettlement.com
- Call toll free, 24/7: (833) 319-5511
- By mail: Prime Healthcare Pixel Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY, 10151.

If you are a Settlement Class Member but not a member of the Patient Portal Subclass or the Email Subclass, you are automatically included in the Settlement without filing anything. You will not receive a cash payment or a CyEx Medical Shield Pro code, but you benefit from the injunctive relief described above: for five years, Prime Healthcare must keep the challenged tracking technologies off the Prime Web Properties and prove its compliance through annual audits and sworn declarations. You have the same rights as every other Settlement Class Member to exclude yourself from the Settlement (see Question 15) or to object to it (see Question 16). If you do nothing, you will remain in the Settlement Class and will be bound by the release described in Question 8.

8. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The paragraphs below describe the legal claims that you give up if you remain in the Settlement Class ("Released Claims"), the entities and people you are releasing ("Released Parties"), and who is releasing claims ("Releasing Parties").The complete Settlement Agreement is available at www.PHSettlement.com.

"Released Claims" means any and all claims, causes of action, or rights to relief—asserted or unasserted, at law or in equity—that were asserted in the operative complaint in the Litigation or that reasonably could have been asserted based on the facts alleged in the operative complaint in the Litigation, including without limitation claims arising under CIPA (Cal. Penal Code §§ 630, 631(a), 632, 637.2, 638.51), the CMIA (Cal. Civ. Code § 56 et seq.), the UCL (Bus. & Prof. Code § 17200), the CDAFA (Cal. Penal Code § 502), the California Constitutional right to privacy, the ECPA (18 U.S.C. § 2511 et seq.), the California Customer Records Act (Cal. Civ. Code § 1798.82), or any analogous federal, state, or common-law claim. The Released Claims do not include claims that do not arise out of or relate to the facts alleged in the operative complaints in the Litigation.

"Released Parties" means Prime Healthcare Services, Inc., Prime Healthcare Foundation, Inc., and their respective hospitals, including, but not limited to the Relevant Hospitals listed in Appendix A, and any and all of Prime Healthcare Services, Inc. and Prime Healthcare Foundation, Inc.'s respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

"Releasing Parties" means (i) the Plaintiffs and Class Representatives, (ii) all Settlement Class Members who do not validly request exclusion, and (iii) each of the foregoing's spouses, heirs, executors, administrators, successors, and assigns to the extent claiming through or on behalf of any of the foregoing.

Submitting a Claim Form for a Cash Payment

9. How do I submit a claim for the $20 cash payment?

Only Patient Portal Subclass Members need to submit a Claim Form, and only to receive the $20 cash payment; no claim is required for CyEx Medical Shield Pro. The fastest way to submit your Claim Form is online at www.PHSettlement.com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Prime Healthcare Pixel Settlement
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10151-5391

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (833) 319-5511, by email at info@PHSettlement.com, or by U.S. mail at the address above.

10. Are there any important Settlement deadlines?

If you are submitting a Claim Form online, you must do so by **Month XX, 2026**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than **Month XX, 2026**.

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on **Month XX, 2026** (*see* Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Your code to sign up for CyEx Medical Shield Pro is included with this Notice. Cash payments will be distributed if the Court grants final approval, and after any appeals are resolved. Any settlement funds remaining from uncashed checks after all distributions are complete will be paid, with the Court's approval, to Privacy Rights Clearinghouse, a nonprofit consumer-privacy organization that the Parties have selected as the cy pres recipient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed the law firms of Caddell & Chapman, Ahmad, Zavitsanos & Mensing, PLLC, and Almeida Law Group LLC as "Class Counsel" to represent you and other Settlement Class Members in this case.

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys' fees, costs, and expenses of up to $2,000,000, which will be paid directly by Prime Healthcare. Class Counsel will also ask for a Service Award of $3,000 for each of the five Class Representatives. Service Awards will also be paid directly by Prime Healthcare.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called "opting out." If you opt out, you will not receive a Settlement Cash Payment and may not use the CyEx Medical Shield Pro code included with your Notice, but you will keep any rights you may have to sue Prime Healthcare on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **Month XX, 2026**.

To be valid, your Request for Exclusion must state that you want to be excluded from the Settlement and include your name, address, and email address or phone number.

You may mail, email, or fax your Request for Exclusion to the Settlement Administrator at:

Prime Healthcare Pixel Settlement
c/o Kroll Settlement Administration LLC
ATTN: Exclusion Request
P.O. Box 225391
New York, NY 10150-5391
Email: info@PHSettlement.com
Fax: xxxxxxxx

Your Request for Exclusion must be submitted, postmarked, or emailed by **Month XX, 2026**. If you do not file a timely Request for Exclusion, as outlined above, you will lose the opportunity to exclude yourself from the Settlement and will be bound by the Settlement.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (*see* Question 15).

As long as you do not exclude yourself from the Settlement, you may object or comment in support of or in opposition to the Settlement in whole or in part. Objections may be made in writing, mailed, faxed, or emailed to the Settlement Administrator. You may also object in person at the Final Approval Hearing.

You may mail, email, or fax your objections or comments to the Settlement Class Administrator at:

Prime Healthcare Settlement
c/o Kroll Settlement Administration LLC
ATTN: Objections
P.O. Box 225391
New York, NY 10150-5391
Email: info@PHSettlement.com
Fax: xxxxxxxx

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you or your legal rights.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **Month XX, 2026 at xx:xx a.m. Pacific Time** at the Spring Street Courthouse of the Superior Court of California, County of Los Angeles, at 312 North Spring Street, Dept. 7, Los Angeles, CA 90012.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide whether to approve Class Counsel's request for attorneys' fees, costs, and expenses of up to $2,000,000, $3,000 Service Awards to each of the five Class Representatives who brought this Action on behalf of the Settlement Class, and Settlement Administration Expenses of $137,824. The Court will also consider any written objections to the Settlement (see Question 16). You may also object in person at the Final Approval Hearing. If the Court approves the Settlement, the Settlement Administrator will post the Final Judgment on the Settlement Website, www.PHSettlement.com, within ten (10) days of its entry, and the posting will remain available through the conclusion of settlement administration.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (*see* Question 16).

The date and time of this hearing may change without further notice. Please visit www.PHSettlement.com for current hearing information in case of any updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You, and/or your attorney, may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a Cash Payment, but you may still use the CyEx Medical Shield Pro code included with your Notice.

You will also give up the rights described in Question 8.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents, including the Motion for Preliminary Approval, the Motion for Final Approval, and the Court's orders are available at the Settlement Website, www.PHSettlement.com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@PHSettlement.com
- Call toll free, 24/7: (833) 319-5511

By mail: Prime Healthcare Pixel Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY, 10151.

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, 312 North Spring Street, Los Angeles, CA 90012.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT.

EXHIBIT D

PATIENT PORTAL SUBCLASS CLAIM FORM

Your claim must be submitted online or postmarked by: Month XX, 2026

Doe, et al. v. Prime Healthcare Services, Inc., et al.
Case No. 23STCV26800
Superior Court of California, Los Angeles County

PRIME HEALTHCARE SETTLEMENT CLAIM FORM
PATIENT PORTAL SUBCLASS

Your claim must be submitted online or postmarked by: Month XX, 2026

GENERAL INSTRUCTIONS

Who is eligible to file a claim? You are eligible to file a claim if you are a Prime Healthcare patient who accessed and/or utilized one of the below listed Prime Healthcare's patient portals at any of the hospitals listed in the chart below, during that hospital's respective Class Period (the Patient Portal Subclass).

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
https://centinelamed.com/	Centinela Hospital Medical Center	November 1, 2019	January 27, 2023
https://cvmc.com/	Chino Valley Medical Center	November 1, 2019	March 9, 2023
https://dvmc.com/	Desert Valley Hospital	November 1, 2019	January 18, 2023
https://encinomed.org/	Encino Hospital Medical Center	November 1, 2019	February 1, 2023
https://harlingenmedicalcenter.com/	Harlingen Medical Center	November 1, 2019	December 16, 2022
https://paradisevalleyhospital.net/	Paradise Valley Hospital	November 1, 2019	November 30, 2022
https://sandimashospital.com/	San Dimas Community Hospital	November 1, 2019	March 9, 2023
https://shastaregional.com/	Shasta Regional Medical Center	November 1, 2019	October 18, 2023
https://shermanoakshospital.org/	Sherman Oaks Hospital	November 1, 2019	February 1, 2023
https://alvaradohospital.com/	Alvarado/UC San Diego Health	November 1, 2019	October 12, 2022
https://dallasmedcenter.com/	Dallas Medical Center	November 1, 2019	November 17, 2022
https://dallasregionalmedicalcenter.com/	Dallas Regional Medical Center	November 1, 2019	November 17, 2022
https://gch.org/	Garden City Hospital	November 1, 2019	November 30, 2022
https://hbhospital.org/	Huntington Beach Hospital	November 1, 2019	February 3, 2023

Prime Web Properties	Relevant Hospitals	Class Period Start Date	Class Period End Date
https://knappmed.org/	Knapp Medical Center	November 1, 2019	December 16, 2022
https://lowerbuckshosp.com/	Lower Bucks Hospital	November 1, 2019	December 22, 2022
https://northvistahospital.com/	North Vista Hospital	November 1, 2019	August 15, 2023
https://roxboroughmemorial.com/	Roxborough Memorial Hospital	November 1, 2019	December 22, 2022
https://saintclares.com	Saint Clare's Health	November 1, 2019	March 28, 2023
https://southernregional.org/	Southern Regional Medical Center	November 1, 2019	January 31, 2023
https://stjosephkc.com/	St. Joseph Medical Center	November 1, 2019	June 15, 2023
https://smh-nj.com/	St. Mary's General Hospital	November 1, 2019	December 28, 2022
https://suburbanhosp.org/	Suburban Community Hospital	November 1, 2019	December 22, 2022
https://westanaheimmedctr.com/	West Anaheim Medical Center	November 1, 2019	January 27, 2023
https://providencekc.com/	Providence Medical Center	November 1, 2019	June 20, 2023
https://missionrmc.org/	Mission Regional Medical Center	November 1, 2019	December 16, 2022
https://elch.org/	East Liverpool City Hospital	November 1, 2019	February 10, 2023
https://primehealthcare.com/		November 1, 2019	July 1, 2023
https://monroehospital.com/	Monroe Hospital	November 1, 2019	January 27, 2023

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff, (2) the officers and directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, (3) anyone who validly excludes themselves from the Settlement, (4) the legal representatives, successors, or assigns of any such excluded persons, and (5) Class Counsel.

COMPLETE THIS CLAIM FORM IF YOU ARE A PATIENT PORTAL SUBCLASS MEMBER AND WISH TO RECEIVE A $20 CASH PAYMENT

AVAILABLE BENEFITS

Prime Healthcare has agreed to pay for two benefits that are available to all Patient Portal Subclass Members who used a Prime Healthcare patient portal during the relevant period. Your one-year subscription to CyEx Medical Shield Pro is provided automatically: the activation code and enrollment instructions accompany your Notice, and no claim is required. To use your CyEx Medical

Shield Pro, you must activate your code within 180 days of its issuance, after which it will expire. This Claim Form is required only for the $20 Cash Payment.

BENEFITS

- **Cash Payment.** All Patient Portal Subclass Members may claim a one-time $20 Cash Payment.
- CyEx Medical Shield Pro (no claim required). All Patient Portal Subclass and Email Subclass Members receive a code for one (1) year of CyEx Medical Shield Pro privacy monitoring services, transmitted with their Notice. Medical Shield Pro provides a comprehensive solution to help restore and protect consumers' online privacy. Medical Shield Pro offers numerous benefits, including:

  (1) Dark Web Monitoring: Medical Shield's Dark Web Monitoring tracks and alerts when personal information is listed for sale on the dark web—such as black-market websites, secret chat rooms, and underground forums.

  (2) National Provider Identifier Monitoring: An exclusive monitoring service for healthcare providers. Tracks NPI and informs users if registered licensing credentials are found on the dark web.

  (3) $1,000,000 Identity Theft Insurance: No-deductible insurance for covering expenses due to an identity theft incident.

  (4) Medical Record Number Monitoring: Alerts when a Medical Record Number has been detected on the dark web, which could potentially expose permanent medical and health records from providers, hospitals, and urgent care centers to bad actors.

  (5) Real-Time Authentication Alerts: Provides notification when a creditor receives a request for certain types of account transactions using the customer's Social Security Number (SSN).

  (6) Security Freeze Assist: Helps freeze credit files instantly from up to ten (10) consumer reporting agencies, including the three (3) major credit bureaus.

  (7) Victim Assistance: A team of Identity Theft Recovery Specialists offers immediate remediation assistance if identity theft is suspected.

More information about CyEx Medical Shield Pro can be found at https://cyex.com/medical-shield. All Settlement Class Members, regardless of subclass, receive one year of this service automatically.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator by email at info@PHSettlement.com, by calling (833) 319-5511, or by mail at Prime Healthcare Pixel Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10151-5391

The easiest way to submit your Claim is online at www.PHSettlement.com.

You may also print out and complete this Claim Form and submit it by U.S. mail to: Prime Healthcare Pixel Settlement, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10151-5391

The deadline to submit a Claim Form online is **Month XX, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **Month XX, 2026**.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CASH PAYMENT

☐ Check this box if you would like to claim a $20 cash payment.

If you would like to receive your settlement benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for configuring the electronic payment option.

III. ATTESTATION & SIGNATURE

I swear and affirm that I accessed and/or utilized a Prime Healthcare patient portal during the relevant hospital's Class Period and that all the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my Claim may be subject to fraud-screening and that the Settlement Administrator may request supplemental information if my Claim cannot be verified against the Class List.

Signature	Printed Name	Date

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database