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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF STANISLAUS**

KATHRYN ROHRER, on behalf of  
herself and all others similarly situated,

Plaintiffs,

v.

OAK VALLEY HOSPITAL  
DISTRICT d/b/a OAK VALLEY  
HOSPITAL,

Defendant.

Case No. CV-23-005612

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

1 This matter is before the Court on Plaintiffs’ Unopposed Motion for  
2 Preliminary Approval of Class Action Settlement (the “Motion”). Plaintiffs,  
3 individually and on behalf of the proposed Settlement Class, and Defendant Oak  
4 Valley Hospital District d/b/a Oak Valley Hospital (“Defendant”) have entered into  
5 a Settlement Agreement dated May 10, 2024 that, if approved, would settle the  
6 above-captioned litigation. Having considered the Motion, the Settlement  
7 Agreement together with all exhibits and attachments thereto, the record in this  
8 matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as  
9 follows:

10 1. Unless otherwise defined herein, all terms that are capitalized herein  
11 shall have the same meanings ascribed to those terms in the Settlement Agreement.

12 2. The Court has jurisdiction over this litigation, Representative  
13 Plaintiffs, Defendant, Settlement Class Members, and any party to any agreement  
14 that is part of or related to the Settlement Agreement.

15 **PRELIMINARY APPROVAL**

16 3. The Court has reviewed the terms of the proposed Settlement  
17 Agreement, the exhibits and attachments thereto, Plaintiffs’ Motion, briefs and  
18 papers, and the declarations of Class Counsel and the Claims Administrator. Based  
19 on its review of these papers, the Court finds that the Settlement Agreement appears  
20 to be the result of serious, informed, non-collusive negotiations. The terms of the  
21 Settlement Agreement fall within the range of possible approval as fair, reasonable,  
22 and adequate.

23 4. The Court therefore GRANTS preliminary approval of the Settlement  
24 Agreement and all of the terms and conditions contained therein.

25 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

26 5. Pursuant to Cal. Civ. Proc. Code § 382, the Court preliminarily  
27 certifies, for settlement purposes only, the Settlement Class defined in the  
28 Settlement Agreement as follows:

1 All individuals residing in the United States to whom Defendant or its  
2 authorized representative sent a notice concerning the 2023 Data  
3 Security Incident announced by Defendant. Class Members  
4 specifically excludes: (i) Oak Valley and Oak Valley’s parents,  
5 subsidiaries, affiliates and any entity in which Oak Valley has a  
6 controlling interest; and (ii) all judges assigned to hear any aspect of  
7 this Litigation as well as their immediate family members. Class  
8 Members consist of approximately 268,267 individuals, 261,374 of  
9 whom have addresses in California according to Defendant’s records.  
10 These individuals constitute the “Settlement Class” solely for purposes  
11 of certifying a settlement class in this Litigation.

12 6. The Court preliminarily finds that the Settlement Class satisfies the  
13 requirements of Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the  
14 Settlement Class is so numerous that joinder of all members is impracticable; (2)  
15 there are questions of law or fact common to the Settlement Class; (3) the  
16 Representative Plaintiffs’ claims are typical of those of Settlement Class Members;  
17 and (4) the Representative Plaintiffs will fairly and adequately protect the interests  
18 of the Settlement Class.

19 7. The Court preliminarily finds that the Settlement Class satisfies the  
20 requirements of Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the  
21 questions of law or fact common to the Settlement Class predominate over  
22 individual questions; and (2) class action litigation is superior to other available  
23 methods for the fair and efficient adjudication of this controversy.

24 8. The Court hereby appoints Kathryn Rohrer, Tera Turner, Kiley Hemm,  
25 Roe Ford, Karen Anaya, and Thomas Adams as the Representative Plaintiffs.

26 9. The Court hereby appoints as Class Counsel Matthew R. Wilson of  
27 Meyer Wilson Co., LPA, Jason M. Wucetich of Wucetich & Korovilas LLP and  
28 Danielle L. Perry of Mason LLP.

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**NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Angeion Group (“Angeion”) as the Claims Administrator. The Claims Administrator shall perform all the duties of the Claims Administrator set forth in the Settlement Agreement.

11. The Court finds that the Short and Long Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Cal. Civ. Proc. Code § 382 and provide the best notice practicable under the circumstances. The Short and Long Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the Short and Long Notice and Notice Program and directs the parties and the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Claims Administrator shall commence the Notice Program within the time required by the Settlement Agreement.

13. The Court approves the proposed Short Notice, Long Notice and Claim Form attached hereto as **Exhibits A-C**.

**EXCLUSIONS AND OBJECTIONS**

14. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later than September 30, 2024 (45 days after the Notice Commencement Date). To be valid, each request for exclusion must be individually signed and timely submitted to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement Class. All Requests for Exclusion must

1 be submitted individually in connection with a Settlement Class Member, *i.e.*, one  
2 request is required for every Settlement Class Member seeking exclusion.

3 15. All Settlement Class Members who do not opt out and exclude  
4 themselves shall be bound by the terms of the Settlement Agreement upon entry of  
5 the Final Approval Order and Judgment.

6 16. Settlement Class Members who wish to object to the Settlement may  
7 do so by filing a written objection to the Court in accordance with the procedures  
8 outlined in the Long Notice, filed or postmarked no later than September 30, 2024  
9 (45 days after the Notice Commencement Date). Any Settlement Class Member  
10 wishing to comment on or object to the Settlement Agreement shall submit a timely  
11 written notice of his or her objection by the Objection Date. Such notice shall state:  
12 (i) the objector's full name and address; (ii) the case name and docket number –  
13 *Rohrer, et al. v. Oak Valley Hospital District*, No. CV-23-005612 (Stanislaus  
14 County, California); (iii) information identifying the objector as a Settlement Class  
15 Member, including proof that the objector is a member of the Settlement Class  
16 (e.g., copy of the objector's settlement notice, copy of original notice of the Data  
17 Security Incident, or a statement explaining why the objector believes he or she is a  
18 Settlement Class Member); (iv) a written statement of all grounds for the objection,  
19 accompanied by any legal support for the objection the objector believes applicable;  
20 (v) the identity of any and all counsel representing the objector in connection with  
21 the objection; (vi) a statement whether the objector and/or his or her counsel will  
22 appear at the Final Fairness Hearing; and (vii) the objector's signature or the  
23 signature of the objector's duly authorized attorney or other duly authorized  
24 representative (if any) representing him or her in connection with the objection. To  
25 be timely, written notice of an objection in the appropriate form must be mailed,  
26 with a postmark date no later than the Objection Date, to Proposed Settlement Class  
27 Counsel: Matthew Wilson, Meyer Wilson Co., LPA, 305 W. Nationwide Blvd.,  
28 Columbus, Ohio 43215; Jason Wucetich, Wucetich & Korovilas LLP, 222 N.  
Pacific Coast Highway, Ste. 2000, El Segundo, CA 90245; Danielle Perry, Mason

1 LLP, 5335 Wisconsin Avenue NW, Ste. 640, Washington, D.C. 20015; and counsel  
2 for Oak Valley Hospital District, Marcus McCutcheon, Baker & Hostetler LLP, 600  
3 Anton Boulevard, Suite 900, Costa Mesa, CA 92626. For all objections mailed to  
4 Proposed Settlement Class Counsel and counsel for Oak Valley, Proposed  
5 Settlement Class Counsel will file them with the Court as an exhibit to the Motion  
6 for Final Approval of the Settlement.

7 17. Any Settlement Class Member who does not timely submit a written  
8 objection in accordance with these procedures and the procedures detailed in the  
9 notice provided to Settlement Class Members and Settlement Agreement shall be  
10 deemed to have waived any objection, shall not be permitted to object to the  
11 settlement, and shall be precluded from seeking any review of the Settlement  
12 Agreement and/or the Final Approval Order by appeal or other means.

13 **FINAL APPROVAL HEARING**

14 18. The Court will hold a Final Approval Hearing on December 19, 2024  
15 at 8:30 a.m., Dept. 24.

16 19. At the Final Approval Hearing, the Court will consider whether:  
17 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should  
18 be finally certified for settlement purposes; (c) a final judgment should be entered;  
19 (d) Class Counsel's motion for attorneys' fees and costs should be granted; and (e)  
20 the service award sought for Representative Plaintiffs should be granted.

21 20. The Court reserves the right to continue the date of the Final Approval  
22 Hearing without further notice to Settlement Class Members.

23 **DEADLINES, INJUNCTION & TERMINATION**

24

Event	Date
Defendant to provide Settlement Class Member data to Claims Administrator	July 19, 2024
Defendant to fund the Settlement Fund	August 6, 2024
Claims Administrator shall provide Notice to Class Members	August 16, 2024
Opt-Out and Objection Deadlines	September 30, 2024
Claims Deadline	November 19, 2024
Deadline for Class Counsel to File Motion for Final	November 30, 2024

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1	Approval and submit due diligence declaration from Claims Administrator	
2	Final Fairness Hearing at 8:30 am in Dept. 24	December 19, 2024

3           21. All proceedings and deadlines in this matter, except those necessary to  
4 implement this Order and the settlement, are hereby stayed and suspended until  
5 further order of the Court.

6           22. All Settlement Class Members who do not validly opt out and exclude  
7 themselves are hereby enjoined from pursuing or prosecuting any of the Released  
8 Claims as set forth in the Settlement Agreement until further order of the Court.

9           23. In the event that the Settlement Agreement is terminated pursuant to  
10 the terms of the Settlement Agreement: (a) the Settlement Agreement and this  
11 Order shall become void, shall have no further force or effect, and shall not be used  
12 in the Litigation or any other proceedings for any purpose other than as may be  
13 necessary to enforce the terms of the Settlement Agreement that survive  
14 termination; (b) this matter will revert to the status that existed before execution of  
15 the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or  
16 any part of the Settling Parties' settlement discussions, negotiations or  
17 documentation (including any briefs filed in support of preliminary or final  
18 approval of the settlement) shall (i) be admissible into evidence for any purpose in  
19 this Litigation or in any other action or proceeding other than as may be necessary  
20 to enforce the terms of the Settlement Agreement that survive termination, (ii) be  
21 deemed an admission or concession by any Settling Party regarding the validity of  
22 any of the Released Claims or the propriety of certifying any class against  
23 Defendant, or (iii) be deemed an admission or concession by any Settling Party  
24 regarding the truth or falsity of any facts alleged in the Litigation or the availability  
25 or lack of availability of any defense to the Released Claims.

26           **IT IS SO ORDERED.**

27  
28 Dated: 7/16/2024

  
\_\_\_\_\_  
HON. SONNY S. SANDHU  
SUPERIOR COURT JUDGE

# EXHIBIT A



Oak Valley Settlement Administrator  
c/o [Settlement Administrator]  
[Address Line 1]  
[Address Line 2]

**Your Claim Form Must Be Submitted  
On or Before November 19, 2024**

## ***Rohrer, et al. v. Oak Valley Hospital District,***

In the Superior Court of Stanislaus County, California  
(Case No. CV-23-005612)

### **Claim Form**

This claim form should be filled out online or submitted by mail if you are a U.S. resident to whom Oak Valley Hospital District (“Oak Valley”) or its authorized representative sent notice of a Data Security Incident discovered on or about July 18 18, 2023 (the “Data Security Incident”). The potential benefits include (i) a presumptive residual cash payment of \$100, which may increase or decrease based on the number of claims and available funds, and (ii) up to \$5000 in reimbursement for documented ordinary out-of-pocket losses, which may decrease based on the number of claims and available funds, and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident. You may get a payment or other benefit if you timely fill out and submit this claim form, if the settlement is approved, and if you are found to be eligible for a payment or other benefit.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [WEBSITE], or call [TELEPHONE #] for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by November 19, 2024.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (\*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WEBSITE].

#### **1. CLASS MEMBER INFORMATION.**

<input type="checkbox"/>																								<input type="checkbox"/>		
First Name*																								Middle Initial		
<input type="checkbox"/>																								<input type="checkbox"/>		
Last Name*																								Suffix		
<input type="checkbox"/>																										
Primary Address*																										
<input type="checkbox"/>																										
Apt/Floor/Suite																										
<input type="checkbox"/>																										
City*												State*		Zip Code*												
<input type="checkbox"/>																										
Current Email Address*																										
<input type="checkbox"/>																										
Current Phone Number						Settlement Claim ID*																				

If your current address is outside the United States, please complete this claim form online at [WEBSITE] and select the checkbox on the Class Member Information page that says "Please check if this is a non-U.S. address".

Your Settlement Claim ID is printed on the notice you received in the mail. If you no longer have your notice, contact the Claims Administrator at [telephone number]

## **2. PAYMENT ELIGIBILITY INFORMATION.**

Please review the notice and paragraph 2.2 of the Settlement Agreement for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefit.

### **PLEASE PROVIDE THE INFORMATION LISTED BELOW:**

Check the box for each category of expenses or lost time that you incurred as a result of the Data Security Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please note that recovery is limited to (i) a presumptive cash payment of \$100, which may increase or decrease based on the number of claims and available funds, and (ii) up to \$5000 in reimbursement for documented ordinary out-of-pocket losses, which may decrease based on the number of claims and available funds, and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident.

**I wish to make a claim for a presumptive residual cash payment of \$100, which may increase or decrease based on the number of claims and available funds.**

**Ordinary expenses and/or lost time incurred as a result of the Data Security Incident. This category is capped at \$5000 to include lost time amounts. You must provide a description of the charges or time sought to be reimbursed.**

**Time reimbursement for time spent dealing with the Data Security Incident**

**Examples** –You spent an hour contacting your bank and/or implementing credit monitoring, and/or checking your statements as a result of the Data Security Incident. Recovery for this category is paid out at \$30/hour, for up to 3 hours.

1 Hour

2 Hours

3 Hours

<b>Explanation of Time Spent (Identify what you did by activity and why)</b>	<b>Approx. Date(s) (if known)</b>	<b>Time Spent on Activity</b>
_____		
_____		
_____		

**Documented Out of Pocket Expenses/Reimbursement of fees paid for services or products purchased as a result of the Data Security Incident between July 18, 2022 and the Claims Deadline up to a maximum of \$5000.**

**You must provide supporting documentation.** **Examples** - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, purchased between July 18, 2022 and November 19, 2024.

Total amount for this category:

\$

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
	\$ Date:  \$ Date:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

### **3. SIGN AND DATE YOUR CLAIM FORM.**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

### **4. REMINDER CHECKLIST**

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

# EXHIBIT B

*Rohrer, et al. v. Oak Valley Hospital District*, No. CV-23-005612  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF STANISLAUS

**If Oak Valley Hospital District or its authorized representative sent you notice of the Data Security Incident discovered on or about July 18, 2023, you may be eligible for benefits from a class action settlement.**

**[WEB ADDRESS]**

*A California court authorized this notice. This is not junk mail, an advertisement or a lawyer solicitation.*

- A settlement has been proposed in a class action against Oak Valley Hospital District (“Oak Valley”) arising out of an April 21, 2023 to July 18, 2023 cyberattack during which unauthorized third parties gained access to certain files containing the personal information of current and former patients of Oak Valley (“Data Security Incident”). The computer files accessed in the Data Security Incident contained for some person’s name, Social Security number, health insurance information, and information about a person’s care, among other sensitive information.
- Plaintiffs filed a class action on behalf of themselves and those similarly situated and claim that Oak Valley was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims for: (i) negligence; (ii) breach of implied contract; (iii) breach of fiduciary duty; (iv) invasion of privacy; (v) unjust enrichment; (vi) declaratory judgment; (vii) violation of the California Unfair Competition Law; (viii) violation of the California Customer Records Act; (ix) violation of the California Consumer Privacy Act; and (x) violation of the California Confidentiality of Medical Information Act.
- If you received a notice from Oak Valley concerning the 2023 Data Security Incident you are part of the Class and may be eligible for benefits.
- The settlement provides (i) a presumptive residual cash payment of **\$100**, which may increase or decrease based on the number of claims and available funds, and (ii) up to **\$5000** in reimbursement for documented ordinary out-of-pocket losses, which may decrease based on the number of claims and available funds, and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b> <b>Deadline: November 19, 2024</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>Deadline: September 30, 2024</b>	Get no benefits. This is the only option that may allow you to sue Oak Valley over the claims being resolved by this settlement.
<b>OBJECT TO THE SETTLEMENT</b> <b>Deadline: September 30, 2024</b>	Write the Court with reasons why you do not agree with the settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b> <b>Date: December 19, 2024</b>	You may ask the Court for permission for you or your attorney to speak about your objection and the Final Approval Hearing.

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

<b>DO NOTHING</b>	You will not get any compensation from the settlement and you will give up certain legal rights.
-------------------	--

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. For complete details, view the Settlement Agreement at [WEBSITE] or call [TELEPHONE #].
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION** ..... Page 3

1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT?** ..... Pages 3 and 4

5. How do I know if I am included in the settlement?
6. What if I am not sure whether I am included in the settlement?

**THE SETTLEMENT BENEFITS** ..... Page 4

7. What does the settlement provide?
8. What payments are available?

**HOW TO GET BENEFITS** ..... Page 5

9. How do I get benefits?
10. How will claims be decided?

**REMAINING IN THE SETTLEMENT** ..... Page 5

11. Do I need to do anything to remain in the settlement?
12. What am I giving up as part of the settlement?

**EXCLUDING YOURSELF FROM THE SETTLEMENT** ..... Page 6

13. If I exclude myself, can I get a payment from this settlement?
14. If I do not exclude myself, can I sue Oak Valley for the same thing later?
15. How do I get out of the settlement?

**THE LAWYERS REPRESENTING YOU** ..... Page 6 and 7

16. Do I have a lawyer in this case?
17. How will Settlement Class Counsel be paid?

**OBJECTING TO THE SETTLEMENT** ..... Pages 6 and 7

18. How do I tell the Court that I do not like the settlement?
19. What is the difference between objecting and asking to be excluded?

**THE COURT’S FINAL APPROVAL HEARING** ..... Pages 7 and 8

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to attend the Final Approval Hearing?

22. May I speak at the Final Approval Hearing?

**IF YOU DO NOTHING**..... Page 8

23. What happens if I do nothing?

**GETTING MORE INFORMATION**..... Page 8

24. How do I get more information?

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

The Court authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Sonny S. Sandhu of the Superior Court of Stanislaus County, California is overseeing this case. The case is known as *Rohrer, et al. v. Oak Valley Hospital District*, No. CV-23-005612 (the “Lawsuit”). The people who sued are called the Plaintiffs. Oak Valley is called the Defendant.

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

Plaintiffs claim Oak Valley was responsible for the increased risk of identity theft stemming from the Data Security Incident and asserts claims including: (i) negligence; (ii) breach of implied contract; (iii) breach of fiduciary duty; (iv) invasion of privacy; (v) unjust enrichment; (vi) declaratory judgment; (vii) violation of the California Unfair Competition Law; (viii) violation of the California Customer Records Act; (ix) violation of the California Consumer Privacy Act; and (x) violation of the California Confidentiality of Medical Information Act The Lawsuit seeks, among other things, payment for persons who were injured by the Data Security Incident.

Oak Valley has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called “Plaintiff(s)” or “Representative Plaintiff(s)” (in this case, Kathryn Rohrer, Tera Turner, Kiley Hemm, Roe Ford, Karen Anaya, and Thomas Adams) sue(s) on behalf of all people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

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

The Court did not decide in favor of Plaintiffs or Oak Valley. Instead, Plaintiffs negotiated a settlement with Oak Valley that allows both Plaintiffs and Oak Valley to void the risks and costs of lengthy and uncertain litigation and the uncertainty of trial and appeals. It also allows Settlement Class member to obtain benefits without further delay. The Representative Plaintiffs

and their attorneys believe the settlement best for all Settlement Class members. The settlement does not mean that Oak Valley did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are part of this settlement as a Class member if you are an individual residing in the United States to whom Oak Valley or its authorized representative sent notice concerning the 2023 Data Security Incident discovered on or about July 18, 2023.

Specifically excluded from the Settlement Class are: (i) Oak Valley and Oak Valley's parents, subsidiaries, affiliates, officers and directors, and any entity in which Oak Valley has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

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

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:  
(ADDRESS)

Please do not contact the Court with questions.

## THE SETTLEMENT BENEFITS

### 7. What does the settlement provide?

There are two types of cash payments available: (1) a presumptive residual cash payment of **\$100**, which may increase or decrease based on the number of claims and available funds; and (2) up to **\$5000** in reimbursement for documented ordinary out-of-pocket losses, which may decrease based on the number of claims and available funds, and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident. You may submit a claim for any of the above-listed remedies. To claim each type of remedy, you must provide information and documentation with the Claim Form.

8. Oak Valley has also agreed that it has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network. These steps are delineated in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com).

**What payments are available?**



Residual Cash Payment: All Class Members may claim a presumptive residual cash payment of \$100, which may increase or decrease based on the number of claims and available funds, in addition to other benefits provide herein.

Ordinary Expense and Time Reimbursements: Class Members are eligible to claim up to \$5000, decrease based on the number of claims and available funds, in reimbursement for the following:

- Out of pocket expenses, namely, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party; and
- Up to 3 hours of lost time, at \$30/hour for time spent dealing with the Data Security Incident.

## HOW TO GET BENEFITS

### 9. How do I get benefits?

To receive a payment or identity protection and credit monitoring services from the settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than November 19, 2024 to:

(ADDRESS)

### 10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any claimant. If the claimant does not timely provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the Representative Plaintiffs, Oak Valley and their counsel for a determination.

## REMAINING IN THE SETTLEMENT

### 11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by November 19, 2024.

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

By not timely opting-out of the class, all of the Court's orders will apply to you, and you give Oak Valley a "Release." A Release means you cannot sue or be part of any other lawsuit against

Oak Valley about the claims or issues in this lawsuit (relating to the Data Security Incident), and you will be bound by the settlement. The specific claims you are giving up against Oak Valley and related persons or entities are called “Released Claims.” The Released Claims are defined in the Settlement Agreement, which is available under the Important Documents page at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue Oak Valley about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

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

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

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

No. Unless you exclude yourself, you give up any right to sue Oak Valley for the Claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

### **15. How do I get out of the settlement?**

To exclude yourself from the settlement, send a letter that says you want to be excluded from the settlement in *Rohrer, et al. v. Oak Valley Hospital*, No. CV-23-005612 (Stanislaus County, California) (“Exclusion Request”). Include your name, address, and signature. You must mail your Exclusion Request postmarked by September 30, 2024 to:

Rohrer v. Oak Valley Settlement  
c/o Angeion Group  
P.O. Box XXXX  
XXXXX, XX XXXXX-XXXX

## **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed Matthew R. Wilson of Meyer Wilson Co., LPA, Jason M. Wucetich of Wucetich & Korovilas LLP and Danielle L. Perry of Mason LLP to represent you and other Settlement Class members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Questions? Call **(NUMBER)** or visit [www.\[website\].com](http://www.[website].com)

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees of \$500,000 and costs not to exceed \$25,000. Settlement Class Counsel will also request approval of a service award to each of the Representative Plaintiffs in the amount of \$2,500. If approved, these amounts, as well as the costs of notice and settlement administration, will be paid separately by Oak Valley and will not reduce the amount of total payments available to Settlement Class members.

## **OBJECTING TO THE SETTLEMENT**

### **18. How do I tell the Court that I do not like the settlement?**

If you are a Settlement Class member, you can object to the settlement if you do not like it or some part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail or email copies to Class Counsel and Oak Valley's counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number - *Rohrer, et al. v. Oak Valley Hospital District*, No. CV-23-005612 (Stanislaus County, California); (iii) proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, a copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Settlement Class member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you and/or your counsel will appear at the Final Approval Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than September 30, 2024, to all of the following:

<b>Class Counsel</b>	<b>Counsel for Oak Valley</b>
Matthew Wilson Meyer Wilson Co., LPA 305 W. Nationwide Blvd. Columbus, Ohio 43215  Jason Wucetich Wucetich & Korovilas LLP 222 N. Pacific Coast Highway, Ste. 2000 El Segundo, CA 90245  Danielle L. Perry MASON LLP 5335 Wisconsin Ave. NW, Ste. 640 Washington, DC 20015	Marcus McCutcheon Baker & Hostetler LLP 600 Anton Boulevard, Suite 900 Costa Mesa, CA 92626

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The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing, however, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

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

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

**20. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on December 19, 2024 at 8:30 a.m., Dept. 24. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service award to the Representative Plaintiffs.

**21. Do I have to attend the Final Approval Hearing?**

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

**22. May I speak at the Final Approval Hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

**IF YOU DO NOTHING**

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

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Oak Valley about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Oak Valley for the Claims resolved by this settlement.

## GETTING MORE INFORMATION

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

This notice only provides a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

Rohrer v. Oak Valley Settlement  
c/o Angeion Group  
P.O. Box XXXX  
XXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)

3. Call the toll-free number **(NUMBER)**

**PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT  
THE SETTLEMENT OR CLAIMS PROCESS.**

# EXHIBIT C

**Individuals sent a notice by Oak Valley Hospital District about the data security incident discovered July 18, 2023 may be eligible for benefits from a class action settlement.**

***A California court ordered this notice.*** *This is not a solicitation from a lawyer.*

**WHAT CAN I GET?** The settlement provides two types of **payments** to people who submit a valid claim form:

- (1) a presumptive residual cash payment of **\$100**, which may increase or decrease based on the number of claims and available funds; and
- (2) up to **\$5000** in reimbursement for documented ordinary out-of-pocket losses, decrease based on the number of claims and available funds, and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident.

A Settlement has been reached in a class action against Oak Valley Hospital District, Inc. (“Oak Valley”) in an action arising out of a cyberattack during which a hacker may have gained access to personally identifiable information (“PII”) and protected health information (“PHI”) stored by Oak Valley that occurred on or before July 18, 2023 (“Data Security Incident”). Oak Valley announced the Data Security Incident in September of 2023. The lawsuit was filed asserting claims against Oak Valley relating to the Data Security Incident. Oak Valley denies all of the claims and says it did not do anything wrong.

**WHO IS INCLUDED?** You received this notice because Oak Valley’s records show you are a member of the **Class**. The Class consists of all individuals residing in the United States to whom Oak Valley or its authorized representative sent a notice concerning the 2023 Data Security Incident discovered on or about July 18, 2023.

**CLAIM FORM.** You must file a Claim Form to receive a residual cash payment or reimbursement for ordinary out-of-pocket losses and up to 3 hours of time at \$30 per hour reasonably spent responding to the Data Security Incident. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is November 19, 2024.

**OTHER OPTIONS.** If you do not want to be legally bound by the Settlement, you must exclude yourself by September 30, 2024. If you stay in the Settlement, you may object to it by September 30, 2024. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On December 19, 2024 at 8:30 a.m., Dept. 24, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees of \$500,000 and costs of up to \$25,000 and an incentive award of \$2,500 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

**Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)**

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**PROOF OF SERVICE**

I, Danielle L. Perry, declare as follows:

I am employed in Washington, D.C. I am a resident of the State of Maryland, over the age of eighteen years old, and not a party to this action. My business address is Mason LLP, 5335 Wisconsin Avenue NW, Suite 640, Washington, D.C. 20015. On July 9, 2024, I caused the [Proposed] Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement with Exhibits A–C to be served via process server on Defendant.

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

Executed on July 9, 2024 at Davidsonville, Maryland.

/s/ Danielle L. Perry  
Danielle L. Perry