

**ANNETTE SALINAS, ELANDO TELLIS,
FELICIA ANDERSON, LISA
GUILLORY, JOSEPH MARTIN (on
behalf of M.M. a minor), CHANTEL
MANUEL, HARRIET MANUEL, JUDY
MORENO, ARTHUR MORENO, JNAE
PERRY, AND KANDACE STEGALL,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**SOUTHWEST LOUISIANA HOSPITAL
ASSOCIATION d/b/a LAKE CHARLES
MEMORIAL HEALTH SYSTEM,**

Defendant.

14TH JUDICIAL DISTRICT COURT

PARISH OF CALCASIEU

STATE OF LOUISIANA

CASE NO. 2023-0090, Div. D

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”), dated December 3, 2024, is made and entered into by and among the following Settling Parties (defined below), by and through the parties’ counsel of record: (i) Defendant Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System (“LCMH”); and (ii) Plaintiffs Annette Salinas, Elando Tellis, Felicia Anderson, Lisa Guillory, Joseph Martin (on behalf of M.M., a minor), Chantel Manuel, Harriet Manuel, Judy Moreno, Arthur Moreno, Jnae Perry, and Kandace Stegall, both individually and on behalf of the Class (collectively, “Plaintiffs” and “Class Representatives”), in the case of *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health*, Case No. 20213-0090 (Calcasieu Parish District Court, La.). LCMH and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement (defined below) is subject to Court approval and is intended

by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. THE LITIGATION

Defendant LCMH is a health care system that provides a range of primary and specialty care services and operates over 30 health center sites throughout Southwest Louisiana. In October 2022, an unauthorized actor gained access to files containing information pertaining to approximately 269,764 of LCMH's patients (the "Data Incident"). LCMH promptly issued notice of the Data Incident in December 2022. On January 5, 2023, the first putative class action lawsuit was filed in Louisiana state court against LCMH relating to the Data Incident, captioned *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2023-0090 (Calcasieu Parish District Court, La.) (the "Litigation"). In October 2023, Plaintiffs filed a consolidated petition ("Consolidated Petition") in the Litigation, alleging claims of negligence, breach of fiduciary duty, unjust enrichment, breach of express contract, breach of implied contract, invasion of privacy, and breach of confidence.

In May 2023, the Parties participated in a virtual mediation before JAMS mediator Judge Diane Welsh (Ret.). The mediation ended after a half day and did not result in a resolution. Following this mediation, the Parties continued with the Litigation and engaged in discovery, including exchanging discovery requests and responses and producing documents. During this time, the Parties continued to discuss settlement and agreed to attend a second mediation.

On July 11, 2024, the Parties participated in a full-day mediation with mediator Bennett G. Picker, Esq. with Stradley Ronon Stevens & Young, LLP, and reached a settlement in principle, the salient terms of which were memorialized in a term sheet signed by the Parties' counsel the

same day. The full terms of the parties' settlement are set forth in this Settlement Agreement and attached exhibits.

The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for both of the Parties.

II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Consolidated Petition, have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against LCMH through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such cases. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

LCMH denies each and all of the claims and contentions alleged against it in the Litigation. LCMH denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, LCMH has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. LCMH has considered the

uncertainty and risks inherent in any litigation. LCMH has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and LCMH that, subject to the approval of the Court, the Litigation, and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “**Action**” or “**Litigation**” means this case, *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health*, Case No. 20213-0090, 14th Judicial District Court for the Parish of Calcasieu, Louisiana.

1.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, and the exhibits, and the settlement embodied herein.

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

1.4 “**Claims Deadline**” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶ 2.1.

1.5 “**Claim Form**” means the claim form to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.6 “**Class Counsel**” means Benjamin F. Johns of Shub & Johns LLC, Brian Gudmundson of Zimmerman Reed LLP, and Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise LLP.

1.7 “**Court**” means this Court, the 14th Judicial District Court for the Parish of Calcasieu, Louisiana.

1.8 “**Dispute Resolution**” means the process for resolving disputed Claims as set forth in this Settlement Agreement.

1.9 “**Effective Date**” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.11 “**Judgment**” means a judgment rendered by the Court.

1.12 “**Long Form Notice**” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C attached hereto.

1.13 “**LCMH’s Counsel**” means Baker & Hostetler LLP.

1.14 “**Medical Data Monitoring**” means the Medical Data Monitoring and Identity Theft Protection product being made available through the Settlement. It will provide two (2) years of medical monitoring and one-bureau credit monitoring services.

1.15 “**Notice Date**” means 45 days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.16 “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Settlement Fund and settlement benefits.

1.17 “**Objection Date**” means the date by which the Settlement Class Members must mail to Class Counsel and LCMH’s Counsel, or in the alternative, file with the Court their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 “**Opt-Out Date**” means the date by which the Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof,

and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.20 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class.

1.21 “**Released Claims**” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been

asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class. Released Claims specifically does not include any claims relating to personal injuries for any medical services provided at LCMH.

1.22 “**Related Entities**” means LCMH’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.23 “**Released Parties**” means LCMH and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

1.24 “**Settlement Administration**” means the processing of Notice and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.25 “**Settlement Administrator**” means Simpluris, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.26 “**Settlement Class**” means all individuals who reside in the United States who were notified by LCMH in December 2022 that their personal health information (“PHI”) and/or personally identifiable information (“PII”) may have been impacted the Data Incident. Excluded from the Settlement Class are LCMH; any entity in which LCMH has a controlling interest, is a parent or subsidiary, or which is controlled by LCMH; and the affiliates, legal representatives, attorneys, heirs, predecessors, successors, and assigns of LCMH. Also excluded are the judges and court personnel in this case and any members of their immediate families.

1.27 “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class.

1.28 “**Settlement Website**” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

1.29 “**Settling Parties**” means, collectively, LCMH and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.30 “**Short Form Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing.

1.31 “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code §1542), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32 “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Structure

2.1 Settlement Benefits

2.1.1 Settlement Class Members shall have the opportunity to submit a Claim for settlement benefits on or before the Claims Deadline. All Class Members are eligible to receive and may submit a claim for Medical Data Monitoring. In addition to Medical Data Monitoring, Class Members may also qualify and submit a claim for either (a) Out-of-Pocket Expense Claims, including claims for lost time, or (b) Pro-Rata Cash Payments. These benefits shall be paid from the \$2,000,000 non-reversionary settlement fund after the deduction of the Notice and Settlement Administration Cost, any applicable taxes, service awards for Plaintiffs, and reasonable attorneys' fees, costs and litigation expenses, subject to the Court's approval.

- a) Medical Data Monitoring and Identity Theft Protection: All Class Members are eligible to file a claim to receive two (2) years of medical data monitoring which includes one-bureau credit monitoring services. The cost of the Medical Data Monitoring will be paid from the Settlement Fund. Class Members need not supply any documentary proof to select this option.
- b) Out-of-Pocket Expense Claims: In addition to the Medical Data Monitoring, and in the alternative to the Pro Rata Cash Payment discussed below, Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for

credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after December 23, 2022 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Out-of-Pocket Expense Claims must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason. Class Members may also submit an Out-of-Pocket Expense Claim for up to three (3) hours of time spent remedying issues related to the Data Incident at the rate of \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time

Claims. In the event that a claim for Out-of-Pocket Expenses is deemed deficient and cannot be cured after a reasonable opportunity to do so, it will automatically be treated as a claim for a Pro-Rata Cash payment, rather than being denied outright.

- c) Pro-Rata Cash Payment: In addition to the Medical Monitoring, and in the alternative to the Out-of-Pocket Expense Reimbursement, Settlement Class Members may submit a Claim for an alternative cash payment, which may be adjusted on a pro rata basis. The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation after amounts sufficient to pay valid claims for Out-of-Pocket Expenses and Medical Data Monitoring are deducted from the Settlement Fund. Class Members will not need to supply any documentary proof to select this option.

2.1.2 Settlement Class Members' claims for Out-of-Pocket Expenses, including lost time, are subject to an individual cap of \$5,000.00 per claimant. The amount of Pro Rata Cash Payments does not count toward this cap.

2.2 Claims Deadline: Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 60th day after the Notice Date. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

2.3 Dispute Resolution

2.3.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Expenses Claims described above; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Facially Valid”). The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses reflect valid Out-of-Pocket Expenses actually incurred that are fairly traceable to the Data Incident but may consult with Class Counsel and LCMH’s Counsel in making individual determinations. Out-of-Pocket Expenses will be presumed “fairly traceable” if: (1) the timing of the losses occurred on or after October 21, 2022; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to LCMH prior to the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. Out-of-Pocket Expenses are not eligible for reimbursement to the extent a Settlement Class Member has already been reimbursed for the same expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by LCMH.

2.3.2 To the extent the Settlement Administrator determines a claim for Out-of-Pocket Expenses is deficient in whole or in part, within a reasonable time of making such a determination, but no later than 14 days after the Claims Deadline, the Settlement Administrator

is authorized to contact the Settlement Class Member via telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement Administrator shall formally notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail.

2.3.3 If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 10 days of the determination that the deficiencies have not been cured. The Settlement Administrator may consult with counsel for both Parties prior to making such determinations. The notice shall inform the Settlement Class Member of his or her right to dispute in writing the deficiency determination. The Settlement Administrator's decision will be final.

2.3.4 Settlement Fund Payments: LCMH shall cause to be paid \$2,000,000 into a non-reversionary cash settlement fund established and administrated by the Settlement Administrator for the benefit of Settlement Class Members (the "Settlement Fund") as follows: (i) LCMH shall cause to be paid \$300,000 into the Settlement Fund within thirty (30) days of the Court's Preliminary Approval Order; and (ii) LCMH shall cause to be paid the remaining balance of the Settlement Fund, \$1,700,000, within thirty (30) days of the Effective Date. For avoidance of doubt, and for purposes of this Settlement Agreement only, LCMH's liability shall not exceed \$2,000,000, absent an express written agreement between the Parties to the contrary. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund by that the Preliminary Approval Order is issued. If LCMH does not

receive this information by the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) days of LCMH receiving this information.

3. Notice and Settlement Administration Expenses

All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid from the Settlement Fund.

4. Opt-Out Procedures

4.1 Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 LCMH shall have the right (but not the obligation) to terminate this Settlement Agreement by providing written notice of its election to do so within seven (7) days of receipt of more than two hundred (200) valid, individual Opt-Outs. If LCMH voids the Settlement Agreement pursuant to this paragraph, LCMH shall be obligated to pay all settlement, notice and

claims administration expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number: *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health*, Case No. 20213-0090 (Calcasieu Parish District Court, La.); (iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date, to the Settlement Administrator, Class Counsel, Benjamin F. Johns, Shub & Johns LLP, Four Tower Bridge, 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428; Brandon Wise, Peiffer Wolf Carr Kane Conway & Wise LLP, 818 Lafayette Ave., Fl. 2, St. Louis, MO 63104; Brian Gudmundson, Zimmerman Reed LLP, 1100 IDS Center, 80 South 8th Street, Minneapolis, MN 55402 ; and counsel for LCMH, Christopher A. Wiech at Baker Hostetler, 1170 Peachtree Street, N.E., Suite 2400, Atlanta, Georgia 30309. The objector or his or her counsel may also file their Objection with the Court, with service on Class Counsel and LCMH's counsel. For all

objections mailed to Class Counsel and LCMH's Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Louisiana Rules of Appellate Procedure and not through a collateral attack.

6. Settlement Class Certification

6.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

7. Releases

7.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7.2 Upon the Effective Date, LCMH shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Representatives, each and all of the Settlement Class Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses LCMH may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

7.3 Notwithstanding any term herein, neither LCMH nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Class Representatives, each and all of the Settlement Class Members, and Class Counsel.

8. Attorneys' Fees and Costs and Service Awards

8.1 The Parties have agreed LCMH will not oppose (i) an application by Class Counsel for an award of reasonable attorneys' fees not to exceed 33 1/3% of the \$2,000,000.00 Settlement Fund, (ii) reasonable litigation expenses not to exceed \$50,000, and (iii) an application for reasonable service awards for each named Plaintiff in the amount of \$1,500.00. These terms were negotiated after the primary terms of the Settlement Agreement were negotiated.

8.2 Class Counsel shall submit a motion to the Court requesting attorneys' fees, litigation costs, and service awards no later than fourteen (14) days before the Objection and Opt-Out Deadlines.

8.3 The amount of attorneys' fees, litigation costs, and service awards awarded by the Court will be paid from the Settlement Fund and shall be due and payable within thirty (30) days after the Effective Date.

9. Preliminary Approval Order and Publishing of Notice of Final Fairness Hearing

9.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval, Class Counsel and LCMH's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 6.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;

- e) approval of the Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibit A to this Settlement Agreement;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibit C to this Settlement Agreement; and,
- h) appointment of Simpluris as the Settlement Administrator.

9.2. The Short Form Notice, Long Form Notice, and Claim Form may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

10. Settlement Administration and Class Notice

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than fourteen (14) days after entry of the Preliminary Approval Order, LCMH shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that LCMH possesses.
- b) The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this

Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.

- d) *Short Form Notice:* Within 45 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via mail to the postal address or, where possible, email to the email address in LCMH’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- e) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;
- f) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the

address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;

- g) Publishing, on or before the Notice Date, the Claim Form, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- h) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- i) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and LCMH shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. The Settlement Administrator shall provide Class Counsel and LCMH reports as to both claims and distribution and Class Counsel and LCMH have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.4. All claims agreed to be paid in full by LCMH shall be deemed valid.

10.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within thirty (30) days of the Effective Date or as soon as all deficient claims are resolved through the Dispute Resolution process set forth in ¶ 2.4.

10.4 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, LCMH, Class Counsel, Plaintiffs, and/or LCMH's Counsel based on distributions of benefits to Settlement Class Members.

10.6 Non-Reversionary. The Settlement Fund is non-reversionary. As of the Effective Date, all rights of LCMH in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in ¶ 11.2.

10.7 Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1,

and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either: (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. LCMH and LCMH’s Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

10.8 Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with ¶ 11.2.

10.9 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) taxes and tax-related expenses, (ii) Valid Claim(s) by Settlement Class Members for Out-of-Pocket Losses; (iii) Valid Claim(s) by Settlement Class Members for Medical Data Monitoring services; (iv) Valid Claims by Settlement Class Members for Pro-Rata Cash Payment; (v) Notice and Settlement Administration Cost; and (vi) an award by the Court of attorneys' fees, litigation costs, and service awards. Following payment of all of the above expenses and settlement benefits, any amount remaining in the Settlement Fund shall be distributed to the Non-Profit Residual Recipient in accordance with Paragraph 10.11. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

10.10 Taxes and Representations. Taxes and tax-related expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

10.11 “Non-Profit Residual Recipient” means the 501(c)(3) entity jointly agreed upon by the Parties and approved by the Court. The Parties will jointly propose a potentially suitable Non-Profit Residual Recipient if necessary.

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 9.1;
- b) LCMH has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.14.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and LCMH’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to LCMH’s Counsel a complete list of all timely and valid requests for exclusion (the “Opt-Out List”).

11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 7.1, 7.2, and 7.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines

be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, litigation costs, and service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, LCMH shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

12. Miscellaneous Provisions

12.1 This Settlement Agreement contemplates that all pending lawsuits in federal court related to the Data Incident will be either stayed or dismissed pending final approval of the settlement and then dismissed after the Court grants final approval of the settlement. This includes but is not limited to the following pending lawsuits: *Butler et al. v. Southwest Louisiana Health Care System, Inc. d/b/a Lake Charles Memorial Health System*, No. 2:23-cv-48 (W.D. La.); *Navarro v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Hospital*, No. 2:23-cv-294 (W.D. La.); *Comeaux v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2:23-cv-295 (W.D. La.); *Moreno et al. v. Southwest Louisiana Hospital d/b/a Lake Charles Memorial Health System*, No. 2:23-cv-496 (W.D. La.).

12.2 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.3 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.4 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them 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.

12.5 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.6 This Agreement contains the entire understanding between LCMH and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between LCMH and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

12.7 Class Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.9 The Settlement Agreement may be executed in one or more counterparts. 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.

12.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

12.13 All dollar amounts are in United States dollars (USD).

12.14 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and LCMH shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

12.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

Dated: January 31, 2025

/s/ Christopher A. Wiech

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Chelsea M. Lamb
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sholbrook@shublawayers.com

*Counsel for Plaintiffs and the
Settlement Class*

EXHIBIT A

Your claim
must be
submitted
online or
postmarked by:
[DEADLINE]

*Salinas, et al. v. Southwest Louisiana Hospital Association d/b/a Lake
Charles Memorial Health System ("LCMH")*
Case No. 2023-0090, Div. D (14th Judicial Distr., Parish of Calcasieu, La.)
LCMH DATA INCIDENT CLAIM FORM

**USE THIS FORM TO MAKE A CLAIM FOR MEDICAL DATA MONITORING AND IDENTITY
THEFT PROTECTION AND FOR EITHER (1) OUT-OF-POCKET EXPENSE/LOST-TIME
PAYMENT OR (2) AN ALTERNATIVE CASH PAYMENT**

The DEADLINE to submit this Claim Form is postmarked: [XXXX XX, 2025]

*Para una notificación en Español, llamar 1-888-888-8888 o visitar nuestro sitio web
www.XXXXXXXXXX.com.*

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that you are a Settlement Class Member of a Settlement that was reached as a result of a Data Incident that occurred when an unauthorized actor gained access to files on the Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System's ("LCMH") computer network (the "Data Incident"), you are a Class Member.

As a Settlement Class Member, you are eligible to make a claim for two years of Medical Data Monitoring and Identity Theft Protection ("Medical Monitoring") AND for **one of the following options:**

- (1) Out-of-Pocket Expense Claims/Lost-Time Claims - Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses and/or up to three (3) hours of time spent remedying issues related to the Data Incident at \$25 per hour;

OR

- (2) a pro rata Cash Payment - subject to a *pro rata* adjustment dependent on the number of Class Members who participate in the Settlement and submit valid and Approved Claims for Medical Data Monitoring and Documented Loss Payments.

Cash Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.XXX.com.

Please complete this Claim Form on behalf of the individual who received a notification from LCMH.

This Claim Form may be submitted online at www.XXXXXX.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Lake Charles Memorial Health Center Data Incident Litigation
c/o Settlement Administrator
[address]

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Medical Monitoring, you must notify the Settlement Administrator in writing at the address above.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

III. MEDICAL DATA MONITORING AND IDENTITY THEFT PROTECTION

If you wish to receive Medical Monitoring and Identity Theft Protection, you must check off the box for this section, provide your email address in the space provided in Section I, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Medical Monitoring and Identity Theft Protection. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date"). You do not need to submit any additional documents if you are electing this category, so long as you provide your Notice ID Number that was provided on your mailed or emailed Notice.

You may select ONE of the following options:

Out-of-Pocket Expense Claims/Lost-Time Claims (Proceed to Section IV)

OR

Pro-Rata Cash Payment (Proceed to Section V)

IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSE/LOST-TIME CLAIMS

☐

Please check off this box for this section for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims that were incurred on or after December 23, 2022 or if you are electing to seek a Claim for up to three (3) hours of time spent remedying issues related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent.

In order to make a claim for an Out of Pocket Expense/Lost Time Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section IV); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the LCMH Data Incident by the Settlement Administrator based on the documentation you provide and the facts of the LCMH Data Incident.

Settlement Class Members' claims for Lost Time and/or Out-of-Pocket Expenses are subject to an individual cap of \$500 per claimant.

Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Cell phone minutes	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Telephone bill showing charges for minute usage</i>
<input type="radio"/> Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident)	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Invoice or internet usage receipt</i>
<input type="radio"/> Credit freeze	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Notices or account statements reflecting payment for a credit freeze</i>
<input type="radio"/> Credit monitoring that was ordered after December 23, 2022 through the date of claims submission	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i>
<input type="radio"/> Professional services fees (i.e. lawyers' fees, accountants' fees, fees for credit repair services)	<div> <div> <div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div><div></div><div></div><div></div><div></div><div></div> <div>.</div> <div></div><div></div> </div>	<i>Examples: Invoices or receipts of payments made for professional services fees</i>

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Costs of credit reports purchased after December 23, 2022	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div>	<i>Example: Receipts or account statements showing charges for credit reports</i>
Hours of lost time dealing with the Data Incident at \$25/hour, up to 3 hours maximum per settlement class member	<div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> <div>/</div> <div> <div></div><div></div><div></div> </div> </div> <div>(mm/dd/yy)</div>	<div>Hours spent: _____</div> <div>\$</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div>.</div> <div> <div></div><div></div> </div>	<input type="checkbox"/> By checking this box, I affirm that time claimed was spent dealing with the aftermath of the Data Incident.

If you do not submit Reasonable Documentation supporting an Out-of-Pocket claim, or your claim for an Out-of-Pocket Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be considered for a Pro Rata Cash payment.

REQUIRED DOCUMENTED LOSS PAYMENT ATTESTATION

I, _____, declare that I suffered the Out-of-Pocket Losses claimed above.
[Name]

I also attest that the Out-of-Pocket Losses claimed above are accurate and were not otherwise reimbursable by insurance.

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

_____, in _____, _____.
[Date] [City] [State]

[Signature]

V. PRO-RATA CASH PAYMENT

☐ In lieu of the foregoing benefits, Settlement Class Members may submit a Claim for a cash payment. The Settlement Administrator will make *pro rata* settlement cash payments, which may increase or decrease, subject to the amount of lost time claims and out-of-pocket expense claims paid.

PRO-RATA CASH PAYMENT ATTESTATION

I declare under penalty of perjury under the laws of Louisiana that the foregoing is true and correct. Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature]

VI. PAYMENT SELECTION

Please select **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section II above.

VII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the State of Louisiana that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature:

Date: _____

Print Name

EXHIBIT B

Court Approved Legal Notice
Salinas v. Southwest Louisiana Hospital
Association d/b/a Lake Charles Memorial
Health System ("LCMH")
Case No. 20213-0090, Div. D
14th Judicial District Court, Parish of
Calcasieu, Louisiana

**As a Result of the LCMH DATA
INCIDENT, You Can Get Medical Data
Monitoring and Identity Theft Protection to
Protect Your Information, Plus a Cash
Payment.**

This is not a solicitation from a lawyer.

**For more information about the
Settlement and how to file a Claim Form
visit or call:
www.XXXXXXXX.com
1-888-888-8888**

*Para una notificación en Español, llamar
1-888-888-8888 o visitar nuestro sitio web
www.XXXXXXXX.com.*

Lake Charles Memorial Health System Data Incident
Litigation
c/o Settlement Administrator
[address]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Notice ID <<Notice ID>>

LCMHData Incident Claim Form

<<BARCODE>>

<<First Name>> <<Last Name>>

<<Address>>

Complete this Claim Form if you wish to receive Medical Data Monitoring and a Cash Payment. Visit WEBSITE to submit a claim for out-of-pocket losses or to download a Claim Form to complete and submit by mail.

Medical Data Monitoring and Identity Theft Protection ("Medical Data Monitoring")

Check this box if you want to receive 2 years of Medical Data Monitoring. Provide your email address: _____

Cash Payment

Check this box if you want to receive a pro rata cash payment. The Settlement Administrator will make *pro rata* settlement cash payments, which may increase or decrease, subject to the amount of lost time claims and out-of-pocket expense claims paid. You do not need to suffer out-of-pocket losses or expenses to select this option.

If you want to make a claim for Out-of-Pocket Expense, including lost time, please visit the settlement website at www.XXXX.com to complete a claim and upload your supporting documentation.

Select one of the following payment methods: *PayPal____ *Venmo____ *Zelle____ *Virtual Prepaid Card____ Check _____

*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

By signing my name below, I declare under penalty of perjury under the laws of the State of Louisiana that the information included on this Claim Form for Cash Payment and Medical Data Monitoring is true and accurate, certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: _____ Printed Name: _____ Date: _____

A proposed Settlement arising out of a data security incident has been reached with Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System ("LCMH"). In October 2022, an unauthorized actor gained access to files containing information pertaining to LCMH's patients (the "Data Incident"). A subsequent investigation determined that these files included patients' names, addresses, identification numbers, health insurance information, payment information, dates of birth, clinical information, and, for some some, Social Security numbers (collectively, "Personal Health Information" and "Personally Identifying Information" or "PHI" and "PII").

Who is Included? The Court decided that Settlement Class Members means all individuals who reside in the United States who received notice from LCMH in December 2022 that their PHI /or PII may have been impacted by the Data Incident.

What does the Settlement Provide? The Settlement establishes a \$2,000,000 Settlement Fund to be used to pay for reimbursement of Out-of-Pocket Expense Claims/Lost-Time Claim, Medical Data Monitoring, and Cash Payments to valid Claimants; costs of Notice and administration; Service Awards to the Class Representatives; and Fee Award and Costs. Also, LCMH has agreed to undertake certain remedial measures and enhanced data security measures. All Claimants are eligible to receive two years of Medical Data Monitoring. In addition, Claimants may select **one** of the following two forms of monetary relief:

- **Out-of-Pocket Expense Claims/Lost-Time Claim**— reimbursement for certain Documented Losses, i.e., money spent or lost, that more likely than not resulted from the LCMH Data Incident (up to \$5,000); OR
- **Cash Payments** — a cash payment from money remaining in the Settlement Fund after all claims are submitted, adjustable on a pro rata basis.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required documentation. You can file your claim online at www.XXXXXXXX.com. You may also get a paper Claim Form at the website and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against LCMH or other Released Parties related to the LCMH Data Incident, as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may **object to the Settlement** by **DATE**. Visit www.XXXXXXXX.com for complete information on how to exclude yourself from or object to the Settlement.

The Final Approval Hearing. The Court has scheduled a hearing in this case for **DATE at TIME** in Courtroom **X** located at the 14th Judicial District Court for the Parish of Calcasieu, Louisiana, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check www.XXXXXXXX.com for those details.

This Notice is only a Summary. Visit www.XXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX for additional information.

Business
Reply
Mail

LCMH Data Incident Litigation
c/o Settlement Administrator
[address]

EXHIBIT C

Notice of LAKE CHARLES MEMORIAL HEALTH CENTER DATA INCIDENT Class Action Settlement

This is not a solicitation from a lawyer. Please read this Notice carefully and completely.

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

Para una notificación en español, llamar PHONE NUMBER o visitar nuestro sitio web www.XXXXXXXX.com.

- A proposed Settlement arising out of a security incident has been reached with Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health (“LCMH”). In October 2022, an unauthorized actor gained access to files on LCMH’s computer network that contained information pertaining to LCMH’s patients (the “Data Incident”). A subsequent investigation determined that these files included patients’ names, addresses, identification numbers, health insurance information, payment information, dates of birth, clinical information, and for some, Social Security numbers (collectively, “Personal Health Information” and “Personally Identifying Information” or “PHI” and “PII”). If you received notice from LCMH that your PHI and/or PII may have been compromised because of the LCMH Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, LCHM has agreed to establish a \$2,000,000 Settlement Fund. The Settlement Fund will pay for two years of medical data monitoring and identity theft protection services (“Medical Monitoring”) to all Settlement Class Members who elect to receive it. Additionally, Settlement Class Members can elect to receive one of the following two types of monetary payments, either: (1) reimbursement of up to \$5,000.00 per Settlement Class Member for Settlement Class Members who incurred certain Out-of-Pocket Expense Claims/Lost-Time Claims; or (2) a Pro-Rata Cash Payment. The Settlement Fund will also be used to pay for the costs of the Settlement Administrative Expenses, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, LCMH will undertake certain remedial measures and enhanced security measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including an Medical Monitoring, Out-of-Pocket Expense Claims/Lost-Time Claims Payment, and a Pro-Rata Cash Payment. If you submit a Claim Form, you will give up the right to sue LCMH and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against LCMH or certain other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue LCMH and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXXX.com or call PHONE NUMBER.**

DO NOTHING

If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue LCMH and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION**1. Why did I get this Notice?**

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

The case is known as *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health*, Case No. 2023-0090, 14th Judicial District Court for the Parish of Calcasieu, Louisiana (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

In October 2022, an unauthorized actor gained access to files on LCMH’s computer network that contained information pertaining to LCMH’s patients (the “Data Incident”). A subsequent investigation determined that these files included patients’ names, addresses, identification numbers, health insurance information, payment information, dates of birth, clinical information, and for some, Social Security numbers (collectively, “Personal Health Information” and “Personally Identifying Information” or “PHI” and “PII”). After conducting a thorough investigation, LCMH began notifying individuals of the Data Incident.

The Plaintiffs claim that LCMH failed to adequately protect their PHI and PII and that they were injured as a result. LCMH denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, LCMH is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Annette Salinas, Elando Tellis, Felicia Anderson, Lisa Guillory, Joseph Martin (on behalf of M.M., a minor), Chantel Manuel, Harriet Manuel, Judy Moreno, Arthur Moreno, Jnae Perry, and Kandace Stegall.

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT**5. How do I know if I am part of the Settlement?**

The Court has decided that everyone who fits the following description is a Class Member:

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.**

[A]ll individuals who reside in the United States who were notified by LCMH in December 2022 that their personal health information (“PHI”) and/or personally identifiable information (“PII”) may have been impacted the Data Incident.

If you received Notice of this Settlement by mail or email, you are a Settlement Class Member, and your legal rights are affected by this Settlement. If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) LCMH and its subsidiaries, parent companies, successors, predecessors, and any entity in which LCMH has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.XXXXXXX.com, or call the Settlement Administrator’s toll-free number at PHONE NUMBER.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the opportunity to select and make a claim for two years of Medical Data Monitoring and Identity Theft Protection, which includes one-bureau credit monitoring services. Additionally, Class Members can elect to receive one of the following two types of monetary payments:

- (A) Out-of-Pocket Expense Claims/Lost-Time Claims of up to \$5,000 per Settlement Class Member for reimbursement of certain Out-of-Pocket-Expense Claims that were incurred on or after December 23, 2022. As part of this category, Settlement Class Members may also submit an out-of-pocket expense claim for up to three (3) hours of time spent remedying uses related to the Data Incident at a rate of \$25 per hour if the Settlement Class Member (a) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (b) provides a brief general description of how the claimed lost time was spent;

OR

- (B) Pro-Rata Cash Payments in amounts to be determined in accordance with the terms of Section 2.1.1 of the Settlement Agreement. In lieu of making a claim for Out-of-Pocket-Expense claims, Settlement Class Members may submit a claim to receive a pro-rata cash payment. The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation in Section 2.3.4 after amounts sufficient to pay valid claims for benefits in Sections 2.1.1 (and taxes, expenses, service awards and fees) have been deducted from the Settlement Fund, and may be adjusted on a pro rata basis.

In addition, LCMH has taken/continued to take certain remedial measures and enhanced security measures as a result of the Data Incident.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Medical Data Monitoring and Identity Theft Protection

All Settlement Class Members are eligible to file a claim to receive two (2) years of medical data monitoring which includes one-bureau credit monitoring services. The cost of the Medical Data Monitoring will be paid from the Settlement Fund. Settlement Class Members need not supply any documentary proof to select this option. If you already have identity theft and fraud monitoring, you may still sign up for this additional protection. The Medical Data Monitoring provided by this Settlement is separate from, and in addition to, the identity theft and fraud monitoring that may have been offered to you by LCHM in response to the Data Incident. You are eligible to make a claim for the Medical Data Monitoring being offered through this Settlement even if you did not sign up for the previous services.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXXX.com or call PHONE NUMBER.**

To receive Medical Data Monitoring, you must submit a completed Claim Form including a valid email address. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice. If you file a valid claim, you will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement -- that can be used to enroll in the service.

B. Out-of-Pocket Expense Claims/Lost-Time Claims.

You may elect to submit a Claim Form for Out-of-Pocket Expense Claims/Lost-Time Claims. If you spent money and/or time remedying or addressing identity theft and fraud that more likely than not resulted from the LCMH Data Incident, or you spent money and/or time to protect yourself from future harm because of the LCMH Data Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$5,000 in losses.

Out-of-Pocket Expense Claims/Lost-Time Claims consist of unreimbursed losses incurred on or after October 2022, that are fairly attributable to the LCMH Data Incident, including for example, long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and/or costs of credit reports purchased during the specific time period. Class Members may also submit a claim for hours of lost time spent dealing with the LCMH Data Incident at \$25/hour, up to 3 hours maximum per settlement class member.

Claims for Out-of-Pocket Expense Claims must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts. To satisfy the documentation requirement for a claim for lost time Settlement Class Members must (1) attest that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provide a brief general description of how the claimed lost time was spent.

Individual payments for Out-of-Pocket Expense Claims/Lost-Time Claims may be reduced or increased depending on the number of Settlement Class Members that participate in the Settlement.

To receive an Out-of-Pocket Expense Claims/Lost-Time Claims, you must submit a completed Claim Form electing to receive an Out-of-Pocket Expense/Lost-Time Payment. If you file a Claim Form for an Out-of-Pocket Expense /Lost-Time Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered as an alternative claim for a Cash Fund Payment.

C. Pro-Rata Cash Payment.

As an alternative to a Documented Loss Payment, you may elect to receive a cash payment (“Pro-Rata Cash Payment”). The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation depending after amounts sufficient to pay valid claims for benefits (and taxes, expenses, service awards, and fees) have been deducted from the Settlement Fund. To receive a Pro-Rata Cash Payment, you must submit a completed Claim Form electing to receive a Pro-Rata Cash Payment or submit the tear-off “Claim Form For Pro-Rata Cash Payment Only” you may have received by mail to the Settlement Administrator. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice.

You are not required to provide Reasonable Documentation with your Claim Form to receive a Pro-Rata Cash Payment. Individual Pro-Rata Cash Payments may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Question 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Out-of-Pocket Expense Claim, Medical Data Monitoring, or Pro-Rata Cash Payment), it is important for you to understand how Settlement Payments will be made. Plaintiffs’ counsel will seek attorneys’ fees up to a maximum of 33 1/3% of the \$2,000,000 Settlement Fund (i.e., \$666,600.00), reasonable costs and expenses incurred by attorneys for the Class, not to exceed \$50,000 (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$1,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Claims for Medical Data Monitoring will be paid first.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.**

2. Approved Out-of-Pocket Expense/Lost-Time Claims. If money remains in the Settlement Fund after paying for the Medical Data Monitoring, approved Out-of-Pocket Expense/Lost-Time Payment claims will be paid second. If your claim for a Out-of-Pocket Expense/Lost-Time Payment is rejected by the Settlement Administrator and you do not cure it, your claim for a Out-of-Pocket Expense/Lost-Time Payment will instead be considered a claim for an Pro-Rata Cash Payment.
3. Approved Pro-Rata Cash Payments. If money remains in the Settlement Fund after paying Medical Data Monitoring claims or Out-of-Pocket Expense/Lost-Time Payment claims and the remaining amount, if any, is the Net Settlement Fund. The Net Settlement Fund shall be used to make the Pro-Rata Cash Payments. The amount of the Pro-Rata Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for the Pro-Rata Cash Payment option.

10. What is the total value of the Settlement?

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$2,000,000 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Settlement Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

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

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

12. What are the Released Claims?

In exchange for the Settlement, Settlement Class Members agree to release: (1) Defendant; (2) its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, directors, offices, principals, agents, attorneys, insurers, and includes, without limitation, any person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation; (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph; and (4) current and former LCMH customers, including the customer entities who used LCMH, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Incident (“Released Parties”) from any claim, liability, right, demand, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the Data Incident. Each of the Released Parties may be referred to individually as a “Released Party.” “Released Claims” do not include any claims against any entity other than Released Parties. Released Claims specifically does not include any claims relating to personal injuries for any medical services provided at LCMH.

If the Settlement is approved, the Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the LCMH Data Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.XXXXXX.com.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.**

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

You must complete and submit a Claim Form by **DATE**. Claim Forms may be submitted online at www.XXXXXXX.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling PHONE NUMBER or by writing to the Settlement Administrator at LCMH Data Incident Litigation, c/o Settlement Administrator, [address]. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please email EMAIL ADDRESS to obtain it.

You may submit a claim for Medical Data Monitoring **AND** for either (a) an Out-of-Pocket Expense/Lost-Time Payment, **OR** (b) an Pro-Rata Cash Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

14. How do I make a claim for a Out-of-Pocket Expense Payment for reimbursement?

To file a claim for a Out-of-Pocket Expense Payment of up to \$5,000.00 for reimbursement of Out-of-Pocket Expense/Lost-Time, you must submit a valid Claim Form electing to receive a Out-of-Pocket Expense/Lost-Time Payment. To submit a claim for an Out-of-Pocket Expense/Lost-Time Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for an Out-of-Pocket Expense/Lost-Time Payment is rejected by the Settlement Administrator and you do not correct it, your claim for an Out-of-Pocket Expense/Lost-Time Payment will instead be considered a claim for a Pro-Rata Cash Payment.

Instructions for filling out a claim for an Out-of-Pocket Expense/Lost-Time Payment are included on the Claim Form. You may access the Claim Form at www.XXXXXX.com.

The deadline to file a claim for an Out-of-Pocket Expense/Lost-Time Payment is **DATE**. Claims must be filed (or postmarked if mailed) by this deadline.

If you make a claim for an Out-of-Pocket Expense/Lost-Time Payment, you will be unable to make a claim for a Pro-Rata Cash Payment, but you can still make a claim for Expanded Identity Theft and Fraud Monitoring.

15. How do I make a claim for Medical Data Monitoring?

To file a claim for Medical Data Monitoring, you must submit a valid Claim Form electing to receive Medical Data Monitoring. To submit a claim for Medical Data Monitoring, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for Medical Data Monitoring are included on the Claim Form. You may access the Claim Form at www.XXXX.com.

The deadline to file a claim for Medical Data Monitoring is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

16. How do I make a claim for a Pro-Rata Cash Payment?

To file a claim for a Pro-Rata Cash Payment, you must submit a valid Claim Form electing to receive the Pro-Rata Cash Payment. To submit a claim for Pro-Rata Cash Payment, you may tear off and return to the Settlement Administrator the “Claim Form for Pro-Rata Cash Fund Payment Only” may have received in the mail, complete a Claim Form on the Settlement Website, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **DATE**.

Instructions for filling out a claim for a Pro-Rata Cash Payment are included on the Claim Form. You may access the Claim Form at www.XXXXXX.com.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXXX.com or call PHONE NUMBER.**

The deadline to file a claim for a Pro-Rata Cash Payment is **DATE**. Claims must be filed or postmarked if mailed by this deadline.

If you make a claim for a Pro-Rata Cash Payment, you will be unable to also make a claim for a Documented Loss Payment, but you can still make a claim for Medical Data Monitoring.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing EMAIL ADDRESS or by writing to the following address:

LCMHData Incident Litigation
c/o Settlement Administrator
[address]

18. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid and Approved Claim for Medical Data Monitoring, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the postcard Notice to file a claim to receive a code activate your Medical Data Monitoring.

Payment for Approved Claims for an Out-of-Pocket Expense/Lost-Time Payment, or a Pro-Rata Cash Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for Approved Claims for an Out-of-Pocket Expense/Lost-Time Payment and/or Pro-Rata Cash Payment. Cash Payment via PayPal, Venmo, or other digital payment options instead of a check by selecting your preferred payment method on your Claim Form.

The approval process may take time. Please be patient and check www.XXXX.com for updates.

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

None of the money in the \$2,000,000 Settlement Fund will ever be paid back to LCMH. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) among all Settlement Class Members with approved claims for Out-of-Pocket Expense/Lost-Time Payments and Pro-Rata Cash Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, and if possible, the remaining Net Settlement Fund will be distributed in equal parts to a 501(c)(3) entity mutually agreed upon by the Parties and approved by the Court.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes, the Court has appointed Benjamin F. Johns of Shub & Johns LLC, Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP and Brian Gudmundson of Zimmerman Reed LLP as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 33 1/3% of the \$2,000,000 Settlement Fund, plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). Class Counsel will share and apportion attorneys' fees in an allocation to be presented to and approved by the Class Representatives and by the Court at the Final Approval Hearing. They will also ask the Court to approve up to \$1,500 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.**

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at www.XXXXXX.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at PHONE NUMBER or EMAIL ADDRESS.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue LCMH and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

22. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2023-0090 (Calcasieu Parish District Court, La.); state the name, address, and telephone number and unique identifier of the Class Member(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2023-0090 (Calcasieu Parish District Court, La.).” The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DATE**:

LCMH Data Incident Litigation
Attn: Exclusion Requests
[address]

You cannot exclude yourself by telephone or by email.

23. If I exclude myself, can I still get Medical Data Monitoring or other Settlement Benefits as part of this class action Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get any Settlement Benefits, including Medical Data Monitoring or a cash payment, if you stay in the Settlement and submit a valid Claim Form.

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing or by appearing in person at the Final Approval Hearing and voicing an oral objection. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) state the Settlement Class Member's full name, current mailing address, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXX.com or call PHONE NUMBER.

whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. You may instead attend the Final Approval Hearing and voice your objection in person.

All written objections must be submitted to the Court either by mailing them, filing electronically through the Court's Electronic Claims Filing system or by filing them in person at the Courthouse. Written objections must also be mailed to Class Counsel and the Settlement Administrator. All written objections must be submitted by or mailed with a postmark date no later than **DATE**.

Court		Settlement Administrator	
Clerk 14 th Judicial District Court 1000 Ryan Street Lake Charles, LA 70601		LCMHData Incident Litigation Attn: Objections [address]	
Class Counsel	Class Counsel	Class Counsel	
SHUB & JOHNS LLC Benjamin F. Johns, Esq. Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428	Brandon Wise PEIFFER WOLF CARR KANE CONWAY & WISE LLP 818 Lafayette Ave., Fl. 2 St. Louis, MO 63104	Brian C. Gudmundson ZIMMERMAN REED LLP 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402	

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE** before the Honorable [judge], 14th Judicial District Court, 1000 Ryan Street, Lake Charles, LA 70601.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's online docket site (*insert online docket URL*) to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

29. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 25). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. Alternatively, if you do not file a written objection, you may attend the Final Approval Hearing and voice an oral objection in person.

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IF YOU DO NOTHING

30. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against LCMH or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

31. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.XXXXXX.com. If you have questions about the proposed Settlement or anything in this Notice, you may also contact the Settlement Administrator at XXXX.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.XXXXXXX.com or call PHONE NUMBER.**