

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Jane Doe, et al. v. San Diego Family Care,
Case No. 37-2021-00023006-CU-BT-CTL;
Related Case: *Thomas v. San Diego Family Care,*
Case No. 37-2021-00026758-CU-BT-CTL

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of California, County of San Diego has authorized this Notice.
This is not a solicitation from a lawyer.

**This notice may affect your rights. Please read this notice carefully.
You may be entitled to receive compensation and certain benefits as a result of this class action settlement.**

This notice is intended to summarize certain terms in the Settlement Agreement. For further information, or to view the Settlement Agreement in full, you may contact the Claims Administrator toll-free at [INSERT Settlement Administrator 800 number] or visit [INSERT settlement website].com.

Dated: [INSERT mailing date]

To: All affected patients, or their parents or guardians, of San Diego Family Care (“SDFC” or “Defendant”) who were mailed a letter sent by SDFC entitled “Notice of Data Breach,” dated May 7, 2021.

- A settlement has been proposed to resolve two separate lawsuits against SDFC brought separately by two patients, on behalf of themselves and all others similarly situated, regarding a data security incident during December 2020 that involved SDFC’s technology hosting provider, whose investigation into the incident determined that certain SDFC data may have been accessed or acquired by an unauthorized individual, as referred to in the letters entitled, “Notice of Data Breach,” dated May 7, 2021, sent by SDFC to affected patients, or their parents or guardians.
- The lawsuits allege that SDFC is legally responsible for the Data Security Incident and assert claims for: (1) violation of California’s Confidentiality of Medical Information Act (Cal. Civ. Code § 56, *et seq.*) (“CMIA”); (2) breach of the California Security Notification Laws, Cal. Civ. Code § 1798.82; (3) violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) (“UCL”); (4) negligence; (5) intrusion upon seclusion/invasion of privacy; (6) breach of express contract; (7) breach of implied contract; (8) breach of fiduciary duty; and (8) unjust enrichment. SDFC denies the claims in the lawsuits and denies that it is legally responsible or did anything wrong.
- If you timely submit a valid claim form, you will receive the opportunity to enroll in two (2) years of identity theft protection services at no cost to you.
- If you timely submit a valid claim form, you will also receive a cash payment of up to a maximum of \$100.00, and reimbursement for up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of \$60.00, reimbursement of documented and other ordinary out-of-pocket losses suffered after April 6, 2021, up to a maximum of \$1,000.00, and reimbursement of documented extraordinary out-of-pocket losses suffered as a result of identity theft after April 6, 2021, up to a maximum of \$5,000.00.

Your options are:

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| SUBMIT A CLAIM FORM BY [INSERT deadline date] | If eligible, you will receive a cash payment of up to \$100.00, the opportunity to enroll in two years of identity theft protection services, and reimbursement of up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of \$60.00. If eligible and documented, you can also receive reimbursement of documented ordinary out-of-pocket losses suffered after April 6, 2021, up to a maximum of \$1,000.00, and reimbursement of documented extraordinary out-of-pocket losses suffered as a result of identity theft after April 6, 2021, up to a maximum of \$5,000.00. |
| EXCLUDE YOURSELF BY [INSERT deadline date] | If you ask to be excluded, you will <u>not</u> receive a cash payment, the opportunity to enroll in two years of identity theft protection services or reimbursement, but you may be able to file your own lawsuit against SDFC for the same claims. This is the only option that leaves you the right to file your own lawsuit against SDFC for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement Agreement. |
| OBJECT BY [INSERT deadline date] | You can remain in the Class and file an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement. |
| DO NOTHING | If you do nothing, you will <u>not</u> receive a cash payment or two years of identity theft protection services or reimbursement for time or losses. If you do nothing, you will also remain in the Class and forfeit your right to sue or bring any claim against SDFC related to the Data Security Incident referred to in the letters entitled “Notice of Data Breach,” dated May 7, 2021, sent by SDFC to affected patients, or their parents or guardians. |

- 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. Identity theft protection services, cash payments and reimbursements will be provided only if the Court grants final approval of the Settlement. Please be patient.

1. Why Did I Receive This Notice?

You have received this Notice because SDFC has records or information showing that you (or a minor child in your care or under your guardianship) were previously mailed a letter by SDFC entitled, “Notice of Data Breach,” dated May 7, 2021. If you are not sure whether you received such a letter, call [INSERT Settlement Administrator 800 number].

You are being provided this notice because you have a right to know about the proposed Settlement of this class action and about your rights and options before the Court decides whether to grant final approval of the Settlement. This notice explains the Litigation, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

2. *What Is a Class Action?*

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the “Class” or “Class Members.” In a class action, one court resolves the issues for all Class Members, except for those who timely and validly exclude themselves or “opt out” from the Class. The Settlement Agreement refers to this as an Opt-Out or Request for Exclusion.

Note that while the terms “Class” or “Class Members” are used herein and in the Settlement Agreement, a class is only valid or “formed” if it is certified by a Court. Thus, until a class is certified by a court order, the class is only a proposed class and the persons who may be in the class are referred to as putative or proposed class members. Proposed class actions, such as the above-referenced actions, may settle prior to the filing of a motion for certification of the class for purposes of litigation. In such situations, a class may be certified for settlement purposes only. The present procedural posture is such that the Class will be certified if the Final Approval Motion is granted and only for settlement purposes. Currently, the Class is only provisionally certified, but final certification (even for settlement purposes only) will only happen if the Court grants the Final Approval Motion.

3. *What Is This Class Action About?*

On or after May 7, 2021, SDFC mailed to you and to the other Class Members a letter with the subject, “Notice of Data Breach,” signed by Roberta L. Feinberg, M.S., in her capacity as “Chief Executive Officer” of SDFC stating, in part, “I am writing to inform you of a data security incident that may have affected your personal information.” In the letter, SDFC further stated, “We are contacting you to notify you that this incident occurred and inform you about steps you can take to ensure your information is protected”; “In December 2020, SDFC [] became aware that our information technology hosting provider experienced a data security incident that resulted in the encryption of certain data”; and “On January 20, 2021, we learned that, based on our hosting provider’s investigation into the incident,” certain SDFC “data may have been accessed or acquired by an unauthorized individual.”

Additionally, SDFC described this data security incident in the “Notice of Security Incident” posted on SDFC’s website on April 6, 2021. In its “Notice of Security Incident,” SDFC also stated, in part, that, based upon its review, “the following personal and protected health information may have been involved in this incident: individuals’ names, Social Security numbers or other government identification numbers, financial account numbers, dates of birth, medical diagnosis or treatment information, health insurance information, and/or client identification numbers. However, not all of these data elements were affected for all individuals.”

In their separate actions, Plaintiffs allege that SDFC’s failure to adequately protect the confidentiality of all Class Members’ personal and confidential medical information and prevent disclosure or access by unauthorized third parties was a violation of the Confidentiality of Medical Information Act, Civil Code §§ 56 *et seq.* (“CMIA”), as well as other laws. SDFC denies any violation of the CMIA or other applicable law and any alleged damages.

The Honorable Matthew C. Braner of the San Diego Superior Court is presiding over the above-referenced actions. To date, no determination has been made by Judge Braner as to who is right or wrong or whether SDFC did or did not do anything that violates the law.

4. *What Is the Procedural Status of the Litigation?*

The appointed Class Representatives filed two separate class actions on May 25, 2021 and June 21, 2021, respectively, related to SDFC’s alleged violation of the CMIA (described above) and other laws (referred to as the “Litigation”). These two cases are pending before the San Diego Superior Court. On

March 9, 2022, the Class Representatives filed a Motion for Preliminary Approval of the Class Action Settlement set forth in the Settlement Agreement entered between the Parties to the Litigation. On April 1, 2022, the Court granted preliminary approval of the settlement, approving this notice and directing that this notice be mailed to the Class defined as: “All persons to whom San Diego Family Care sent a letter, dated May 7, 2021, entitled ‘Notice of Data Breach,’ regarding a data security incident that occurred in December 2020” (the “Class”). SDFC represents that the Class is comprised of 125,500 persons.

The order granting preliminary approval of the settlement and approving this notice was entered in the case entitled *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL.

Prior to entering into the Settlement Agreement, the Class Representatives and Defendant engaged in substantial discovery, including propounding interrogatories and requests for production of documents. Class Counsel have reviewed hundreds of pages of documents and have diligently litigated this action since its inception in 2021. Accordingly, each of the Parties conducted their independent investigation of the claims by the Class Representatives and the denials by Defendant, and all Parties have determined that the Settlement Agreement is in the best interests of the Class. In addition, in October 2021, the Parties engaged in an arm’s-length mediation session with respected neutral mediator, Bruce Friedman, Esq. of JAMS prior to entering the Settlement Agreement.

The Court has not decided whether SDFC did anything wrong in violation of the CMIA or other applicable law. Any such determination was not made because the parties have agreed to resolve the Litigation by entering into the Settlement Agreement.

5. *Why Is There a Settlement?*

The Court has not made any substantive rulings in favor of the Class Representatives or the Defendant. Instead, both sides agreed to settle the Litigation based upon their own independent investigations of the claims and defenses that may be made at trial, and they evaluated the additional cost and risk of continued litigation, trial and appellate proceedings. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the Settlement is in the best interests of the Class Members. The Settlement Agreement, as noted above, does not mean that SDFC agrees that it did anything wrong or that the Court has found that it has engaged in any misconduct or violation of law. Specifically, Defendant denies all legal claims set forth by the Class Representatives in the Litigation.

Regardless of the Parties’ respective views on the merits of the Litigation, all Parties and their counsel have set forth in the Settlement Agreement their mutual view that the Settlement is fair, reasonable and adequate and in the best interests of the Class Members. The Court still has to decide whether to grant final approval of the Settlement. Identity theft protection and cash payments will be provided only if the Court grants final approval of the Settlement.

6. *What Does the Settlement Provide?*

If the Court grants final approval, the Settlement provides the following benefits to the Class members who do not opt out or exclude themselves from the Class and submit timely and valid Claim Forms, including:

- **Identity Theft Protection:** An activation code for two (2) years of Experian IdentityWorks services at no cost, which are comparable to the Experian IdentityWorksSM Premium product available to the public directly through Experian and are valued by Class Counsel to be worth \$479.76 to each Class Member.

- **Cash Payment or Settlement Share:** A cash payment up to a maximum of \$100.00, *i.e.*, a Settlement Share.
- **Ordinary Out-of-Pocket Losses:** Reimbursement of up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of \$60.00, if a Class Member attests that the Class Member spent at least one hour of time dealing with the Data Breach Incident, and reimbursement of documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance purchased, up to a maximum of \$1,000.00.
- **Extraordinary Out-of-Pocket Losses:** Reimbursement of reasonably documented actual losses suffered as a result of identity theft up to a maximum of \$5,000.00.

SDFC agrees to pay up to the sum of \$1 million for payment of the costs of Approved Claims (for Identity Theft Protection Packages, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and Settlement Shares), and the Settlement Administration Costs, as approved by the Court, which is referred to as the “Claims Payment Limit.”

Additionally, Class Counsel will ask the Court to approve payment of the Settlement Administration Costs, up to a maximum amount of \$150,000.00, for the fees and costs incurred by the Settlement Administrator, including the costs of the mailing of class notices, the settlement website, the 800 number, the cost of distributing and administering the benefits of the Settlement Agreement, and the fees and costs of the Settlement Umpire incurred in making determinations regarding contested claims made by Class Members, if any, which are to be paid by SDFC under the Settlement Agreement, subject to the Claims Payment Limit. A Pro-Rata Reduction may be applied to Approved Claims if only if the total amount of Approved Claims exceeds the \$1 million Claims Payment Limit, after deductions. The maximum amount available for each Approved Claim under the \$1 million Claims Payment Limit will be determined by (i) taking \$1 million (ii) subtracting the costs of Identity Theft Protection Packages and Settlement Administration Costs, as approved by the Court (Z); and (iii) dividing the sum of Approved Claims (X) as represented in the following formula:

$$\frac{\$1 \text{ million} - Z}{X}$$

7 *How do I know if I am part of the Settlement?*

If you received this notice by mail, SDFC’s records indicate that you are included in the Class. More specifically, the Class includes all persons to whom San Diego Family Care sent a letter, dated May 7, 2021, entitled “Notice of Data Breach,” regarding a data security incident that occurred in December 2020. If you are not sure whether you are included, call [INSERT Settlement Administrator 800 number].

8. *How Can I Receive a Cash Payment?*

If you are an eligible Class Member and you do not exclude yourself from the Class, and you wish to receive a Settlement Share (up to a maximum of \$100.00), reimbursement for Ordinary Out-of-Pocket Losses (reimbursement of up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of

\$60.00 and reimbursement of other documented Ordinary Out-Of-Pocket Losses of up to a maximum of \$1,000.00), and reimbursement of Extraordinary Out-Of-Pocket Losses of up to a maximum of \$5,000.00, you must submit a valid Claim Form by **[INSERT deadline date]**.

To receive a Settlement Share and reimbursement of up to 3 hours of lost time compensated at \$20.00 per hour, up to a maximum of \$60.00, you must answer Questions 1, 2, and 3 on the Claim Form, and complete and mail it, postmarked no later than **[INSERT deadline date]** to *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL, c/o ILYM Group, **[INSERT Settlement Administrator Address]**. A Claim Form may also be electronically completed and submitted online at **[INSERT settlement website].com** by **[INSERT deadline date]**. Claim Forms postmarked or electronically submitted after **[INSERT deadline date]** will not be paid.

As noted herein, if you are an eligible Class Member and you do not exclude yourself from the Class, you are also eligible to submit a claim for reimbursement for documented Ordinary Out-of-Pocket Losses that you actually incurred between April 6, 2021 and **[INSERT deadline date]** and for which you have not already received reimbursed by a third party, including, without limitation, documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance purchased between April 6, 2021 and **[INSERT deadline date]**, up to a maximum of \$1,000.00. In order to receive payment for documented Ordinary Out-of-Pocket Losses, you must submit a Claim Form and reasonable documentation of the out-of-pocket expenses and charges. Failure to provide required supporting documentation shall result in denial of the documented Ordinary Out-of-Pocket Losses portion of your claim.

Additionally, if you are an eligible Class Member and you do not exclude yourself from the Class, you are eligible to submit a claim for reimbursement for documented Extraordinary Out-of-Pocket Losses for actual losses suffered as a result of identity theft occurring between April 6, 2021 and **[INSERT deadline date]** up to a maximum of \$5,000.00, less reimbursement, from one or more of the normal reimbursement categories such as credit monitoring and identity theft insurance, if any. In order to receive payment for documented Extraordinary Out-of-Pocket Losses for actual losses suffered as a result of identity theft, you must submit a Claim Form and reasonable documentation of identity theft occurring between April 6, 2021 and **[INSERT deadline date]** and such actual out-of-pocket expenses and charges. Failure to provide required supporting documentation shall result in denial of the documented Extraordinary Out-of-Pocket Losses portion of your claim.

9. How Can I Receive an Identity Theft Protection Package?

All Class Members who submit timely and valid Claim Forms for the Identity Theft Protection Package will be provided the opportunity to enroll, at no expense to the Class Member, in two (2) years of Experian IdentityWorks services, which are comparable to the Experian IdentityWorksSM Premium product available to the public directly through Experian and are valued by Class Counsel to be worth \$479.76 to each Class Member.

If you are an eligible Class Member and you do not exclude yourself from the Settlement, and you wish to receive an Identity Theft Protection Package, you must submit a valid Claim Form by **[INSERT deadline date]**. To receive an Identity Theft Protection Package, you must answer Question 1 on the Claim Form, and complete and mail it, postmarked no later than **[INSERT deadline date]**, to *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL, c/o ILYM Group, **[INSERT Settlement Administrator Address]**. A Claim Form may also be electronically completed and submitted online at **[INSERT settlement website].com** by **[INSERT deadline date]**. Claim Forms postmarked or electronically submitted after **[INSERT deadline date]** will not be entitled to consideration.

If the Settlement receives final approval by the Court, at the expiration of any applicable appeals periods, all eligible Class Members who submit timely and valid Claim Forms for the Identity Theft Protection Package will be sent (via U.S. mail or via email if provided) an activation code which will allow them ninety (90) days after the code is sent to activate their service.

10. What is a Claim Form, and How Do I Submit One?

To receive settlement benefits, all Class Members must complete and timely submit the Claim Form to the Settlement Administrator.

Included with this notice if mailed to you, and also available on the Settlement Administrator's website at [INSERT settlement website].com, is the Claim Form as approved by the Court.

You must complete and mail a Claim Form postmarked no later than [INSERT deadline date] to *Jane Doe, et al. v. San Diego Family Care*, Case No. Case No. 37-2021-00023006-CU-BT-CTL, c/o ILYM Group, [INSERT Settlement Administrator Address]. A Claim Form may also be electronically completed and submitted online at [INSERT settlement website].com by [INSERT deadline date]. Claim Forms postmarked or electronically submitted after [INSERT deadline date] will not be entitled to consideration and will result in denial of your claim to receive the cash payment amounts and/or an Identity Theft Protection Package. Further, timely submission of a Claim Form alone does not entitle you to receive all cash payment amounts. The Claim Form details the requirements to receive certain cash payment amounts. Question #11 and Section IV of the Settlement Agreement details the process by which the Settlement Administrator will review Claim Forms and determine whether claims will become Approved Claims.

11. What Happens if My Claim Form is Not Approved?

The Settlement Administrator will carefully review and decide whether to approve all submitted claims. The Settlement Administrator shall have sole discretion to review for eligibility, completeness and plausibility whether the prerequisites have been met in order to determine whether to approve claims for payment of Settlement Shares, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, and Identity Theft Protection Packages, but may consult with Class Counsel and SDFC's Counsel before making individual determinations. The Settlement Administrator shall consider all evidence submitted by a Class Member, Class Counsel, Defendant's Counsel, and by SDFC in making determinations regarding claim approval. The Settlement Administrator is also authorized, but not required, to contact any Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

To the extent the Settlement Administrator determines a claim for payment of a Settlement Share, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, or an Identity Theft Protection Package is deficient in whole or part, the Settlement Administrator will notify Class Counsel and Defendant's Counsel within a reasonable time of making such a determination and shall follow the process outlined in the Settlement Agreement at paragraph G of Section IV. If Class Counsel and Defendant's Counsel are not able to agree that such claim for Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses is supported by reasonable evidence, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire, who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members.

12. How Will I Receive a Cash Payment if My Claim Form is Approved?

If the Court grants final approval of the Settlement, you are a Class Member, have not opted out of or requested to be excluded from the Class, and have submitted a timely and valid Claim Form and your

Claim Form that is treated as an Approved Claim by the Settlement Administrator (or by the Settlement Umpire, if necessary), your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you.

As set forth in the Settlement Agreement, any check for payment to a Class Member will provide that it will expire within ninety (90) days of the date of issuance.

In order to prevent delayed notification of future mailings, if this notice was not mailed to your current address or if you move after submitting a Claim Form, please contact the Settlement Administrator to provide your new address.

13. *When Will I Receive a Cash Payment if My Claim Form is Approved?*

If the Court grants final approval to the Settlement, you are a Class Member, have not opted out of or requested to be excluded from the Class, and have submitted a timely and valid Claim Form and your Claim Form is treated as an Approved Claim by the Settlement Administrator (or by the Settlement Umpire, if necessary), your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you within 30 days of the Effective Date. Class Members should review the Settlement Agreement for further detail, but the “Effective Date” occurs after the Court grants Final Approval of the Settlement. You may visit [INSERT settlement website].com or otherwise contact the Settlement Administrator at any time for an update on the status of the Settlement.

14. *What Am I Giving Up as Part of the Settlement by Staying in The Class?*

If the Settlement is granted final approval by the Court, the Class will be releasing Defendant and Released Parties, as defined in Section II and described in Section X of the Settlement Agreement, from any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Class Action Complaints filed in the Litigation. You may visit [INSERT settlement website].com to review the Settlement Agreement.

15. *How Do I Exclude Myself from the Class?*

You have the right to exclude yourself from (i.e., “opt out” of) the Settlement and the Class. If you exclude yourself, you will be giving up the right to seek an Identity Theft Protection Package, the right to seek a Settlement Share, the right to seek reimbursement of Ordinary Out-of-Pocket Losses, the right to seek reimbursement of Extraordinary Out-Of-Pocket Losses and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Settlement, you must mail your request to the Settlement Administrator at the address listed below. To be valid, a request for exclusion must include your name, address, and signature and must specifically state that you wish to be excluded from the Settlement and the Class certified in the case entitled, *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL. To be timely, you must mail a request for exclusion postmarked no later than [INSERT deadline date] to *Jane Doe, et al. v. San Diego Family Care Settlement Administrator*, c/o ILYM Group, [INSERT Settlement Administrator Address].

If you submit a request for exclusion, you will not be bound by any judgment in the Litigation and you will be able to file your own lawsuit against SDFC at your own expense. **DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. If you submit both a Claim Form and a Request for Exclusion, your Request for Exclusion will be disregarded and your Claim Form will be processed.**

16. *If I Exclude Myself from The Class, Can I Get Money from this Settlement?*

No. If you exclude yourself, you will not receive any money or other benefits from this lawsuit if the Settlement is approved by the Court. But, by excluding yourself, you may file a separate lawsuit against SDFC regarding these same claims at your own expense. Please note, however, that neither this notice, the Court, the Parties or any of their counsel provide any legal advice to you concerning the merit or timeliness of any such claims you may wish to pursue.

17. *If I Do Not Exclude Myself from the Class, Can I File a Lawsuit Against Defendant for The Same Thing Later?*

No. If you meet the definition of a member of the Class and you do not exclude yourself by timely submitting a Request for Exclusion (*i.e.* opting out), you give up any right to bring your own individual lawsuit against Defendant and Released Parties, as defined in Section II and described in Section X of the Settlement Agreement, for any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Class Action Complaints filed in the Litigation. If you have a pending lawsuit of your own, speak to your lawyer in that lawsuit immediately to see if this notice and the Settlement Agreement will affect your other case. Remember, the exclusion deadline is [INSERT deadline date].

18. *Do I Have a Lawyer in this Case?*

The Court appointed Patrick N. Keegan of Keegan & Baker, LLP and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP as Class Counsel to represent the Class and Class Members for purposes of the Settlement Agreement. You will not be charged separately for these lawyers as they represent the overall interests of the Class and not you individually. If you want to be represented by your own lawyer, you may hire one at your own expense. For more information, please contact [INSERT name address and telephone number of a designated member of Class Counsel].

19. *How Will the Lawyers for the Class (i.e. Class Counsel) Be Paid?*

At the appropriate time, or at the time ordered by the Court, Class Counsel will file a motion asking the Court to approve payment of Class Counsels' Fees and Expenses. The payment of Class Counsels' Fees and Expenses would compensate Class Counsel for work that they reasonably have performed and costs they reasonably have incurred in this Litigation, including filing complaints, motions and other court documents, engaging in discovery, investigating the facts and consulting with experts, preparing for and participating in mediation, and attending Court hearings and conferences. SDFC has agreed in the Settlement Agreement to pay up to a maximum of \$500,000 to pay for Class Counsels' Fees and Expenses, subject to approval by the Court.

Additionally included in Class Counsels' Fees and Expenses, SDFC has agreed to pay each of the two Class Representatives (*i.e.* the Plaintiffs who initiated the Litigation), an amount up to a maximum of \$5,000 for their time and effort expended in the Litigation on behalf of the Class (the "Incentive Awards"). These Incentive Awards will also only be made subject to the approval of the Court.

The approval and payment of Class Counsels' Fees and Expenses will not reduce any cash payment otherwise available or to be provided to the Class Members.

20. How Can I Tell the Court If I Object to The Settlement?

If you have not opted out or requested exclusion from the Class, you have the right to object to the Settlement in writing and/or orally at the Final Approval Hearing if you do not like some or all of it. In your objection, you must state the reason(s) why you think the Court should not approve the Settlement. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

To state a valid written objection, you must provide the following information in your written objection: (i) your full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish your membership in the Class, such as a copy of this notice if mailed to you; (iii) a statement of the position(s) that you, as the objector, wish to assert, including the factual and legal grounds for the position(s); (iv) copies of any other documents that you, as the objector, wish to submit in support of your position; (v) whether you, as the objector, intend to appear at the Final Approval Hearing; and (vi) whether you, as the objector, are represented by your own lawyer, and if so, the name, address, and telephone number of your lawyer. To be timely, your written objection must be mailed to *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL, c/o ILYM Group, [INSERT Settlement Administrator Address] and be postmarked no later than [INSERT deadline date].

21. What is the Difference Between Objecting to the Settlement vs. Asking to Be Excluded

Objecting to the Settlement is a way of formally telling the Court that you do not like something about the Settlement and do not think the Court should approve the Settlement for a particular reason or reasons. You can only object only if you stay in the Class and do not submit a Request for Exclusion.

Excluding yourself or opting out of the Settlement is a way of telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to receive any payments or benefits under the Settlement Agreement because you are excluded from the Litigation and the Litigation no longer affects you. By excluding yourself, you will still be able to evaluate whether you wish to file a separate lawsuit to sue Defendant regarding these same claims at your own expense. Neither the Court, Class Counsel nor Defendant are able to advise you on whether your own claims would be timely or well grounded, but you remain free to evaluate your position with the assistance of counsel of your own choosing and at your own expense.

22. When and Where Will the Court Decide Whether to Give Final Approval to the Settlement?

The Honorable Matthew C. Braner of the Superior Court of California will hold a Final Approval Hearing at ___ [a.m./p.m.] on _____, 2022, in Department C-60, at the Superior Court of California for the County of San Diego located at 330 West Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court will consider whether the proposed Settlement Agreement is fair, reasonable and adequate. The Court may also consider Class Counsel's request for attorneys' fees and costs and the incentive awards. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement Agreement, and the amounts to be paid for Class Counsels' Fees and Expenses and Incentive Awards to the Class Representatives.

The Final Approval Hearing may be moved to a different date or time without additional notice being mailed to the Class Members, so it is recommended that you check [INSERT settlement website].com prior to the date above for any updated information. You should also check the Court's main website (www.sdcourt.ca.gov) for any information about COVID related issues that may impact the manner in which the Final Approval Hearing is held (e.g., in-person, videoconference or teleconference).

23. *Do I Have to Come to the Final Approval Hearing?*

No, you do not have to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. If you have mailed your valid written objection on time, the Court will consider it and you do not have to come to the Final Approval Hearing, but you may attend the hearing and speak at the hearing. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

24. *May I Speak at the Final Approval Hearing?*

Yes, if you have not opted out or requested exclusion from the Class, you may appear at the Final Approval Hearing held by the Court and orally object to the Settlement. If you have mailed your valid written objection on time, the Court will consider it and you do not have to come to the Final Approval Hearing, but you may attend the hearing and speak at the hearing. You also may pay your own lawyer to attend and speak for you at the Final Approval Hearing, but their attendance is not necessary.

25. *What Happens If I Do Nothing at All?*

If you are a Class Member and do nothing after receiving this notice, you will be legally bound by the Settlement Agreement if it is approved by the Court, and you will be releasing Defendant and Released Parties from any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Class Action Complaints filed in the Litigation, as defined in Section X of the Settlement Agreement. While you will be bound by the Settlement, if you have **failed** to submit a Claim Form, you will **not** be able to seek a payment or benefits afforded to the Class as provided by the terms of the Settlement Agreement. This is a **claims made** settlement, meaning that to receive a payment or benefits, you must timely submit a Claim Form by **[INSERT deadline date]**.

26. *How Can I Get More Information?*

If you have any questions, please contact the Settlement Administrator via U.S. Mail at *Jane Doe, et al. v. San Diego Family Care*, Case No. 37-2021-00023006-CU-BT-CTL, c/o ILYM Group, **[INSERT Settlement Administrator Address]** or via telephone at **[INSERT Settlement Administrator 800 number]**.

You may also visit the Settlement website at **[INSERT settlement website].com** that has links to the settlement notice and the important documents, including copies of the Settlement Agreement and the Class Action Complaints filed in the Litigation, viewable free of charge. The website will also post filings in the Litigation related to the approval process.

The papers filed in the Litigation can be examined online on the San Diego County Superior Court's website. Go to www.sdcourt.ca.gov and click on "REGISTER OF ACTIONS" and enter case number "00023006", select "2021" in "year filed", and click, "Search." The documents filed in the Litigation are listed as Register of Actions Entries and some may be available to view at a minimal charge using a credit card for payment.

As a general matter, you may also view documents filed in the Litigation by requesting the file at the San Diego County Superior Court, Hall of Justice, 330 West Broadway San Diego, California 92101. **Please be certain, however, to check updates on the Court's website about accessibility to the Court and the ability to view documents during the COVID pandemic before you expend time to travel to the Court.**

You can also contact Class Counsel directly. The contact information of Class Counsel is set forth in answer to Question #18 above.

PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA [INSERT settlement website].com

Please do not write or call the Court with questions about the Settlement.

By Order of the Superior Court of the State of California for the County of San Diego.