

# **Exhibit 1**

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Nadine Ferrer and Dacia Thomas (collectively referred to as “Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated, and Defendant San Diego Family Care (“SDFC” or “Defendant”) (collectively, the “Parties”), by and through their respective counsel, hereby enter into this Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), subject to San Diego Superior Court approval. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties stipulate and agree as follows:

### **I. RECITALS**

**WHEREAS**, on May 25, 2021, Plaintiff Nadine Ferrer, using the pseudonym Jane Doe, individually and on behalf of all others similarly situated, was the first person to file a class action complaint against SDFC in the San Diego Superior Court (Case No. 37-2021-00023006-CU-BT-CTL (Cal. Super. San Diego Cnty. 2021)) (the “*Doe* Action”), through her attorney, Patrick N. Keegan of Keegan & Baker, LLP. In her class action complaint, Plaintiff Jane Doe alleges that she received a SDFC form letter addressed to her, entitled, “**Subject: Notice of Data Breach**,” dated May 7, 2021, signed by Roberta L. Feinberg, M.S., in her capacity as “Chief Executive Officer” of “San Diego Family Care,” stating, in part, “I am writing to inform you of a data security incident that may have affected your personal information,” and further stating, in part: “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.” In her class action complaint, Plaintiff Jane Doe asserts claims against SDFC regarding the data security incident that occurred in December 2020 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; and (3) violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) (“UCL”). In her complaint, Plaintiff Jane Doe seeks to certify a putative class defined as follows: All persons to whom San Diego Family Care sent a letter entitled “Notice of Data Breach” regarding a data security incident that occurred in December 2020, an exemplar of which is attached hereto as Exhibit A (hereinafter the “*Doe* Class”);

**WHEREAS**, on June 21, 2021, Plaintiff Dacia Thomas, individually and on behalf of all others similarly situated, also filed a class action complaint against SDFC in the San Diego Superior Court (Case No. 37-2021-00026758-CU-BT-CTL (Cal. Super. San Diego Cnty. 2021)) (the “*Thomas* Action”), through her attorneys M. Anderson Berry of Clayeo C. Arnold, A Professional Law Corporation; Rachele R. Byrd, Esq. of Wolf Haldenstein Adler Freeman & Herz LLP, and David K. Lietz of Mason Lietz & Klinger LLP. In her class action complaint, Plaintiff Dacia Thomas asserts claims against SDFC regarding the data security incident that occurred in December 2020 for: (1) negligence, (2) intrusion upon seclusion/invasion of privacy, (3) breach of express contract, (4) breach of implied contract, (5) breach of fiduciary duty, (6) unjust enrichment, (7) violation of the CMIA, and (8) violation of the UCL. In her class action complaint, Plaintiff Dacia Thomas seeks to certify a putative class defined as follows: All persons SDFC

identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach (the “*Thomas Class*”);

**WHEREAS**, on August 30, 2021, in the San Diego Superior Court, Plaintiffs Jane Doe and Dacia Thomas filed a motion (1) to consolidate their two class action cases; and (2) to designate Plaintiff Jane Doe’s first filed class action, Case No. 37-2021-00023006-CU-BT-CTL, as the lead class action case. Plaintiffs Jane Doe and Dacia Thomas also moved the San Diego Superior Court for an order appointing their attorneys, Patrick N. Keegan and Rachele R. Byrd as Co-Lead Counsel for the putative Class defined in *Doe* and *Thomas*;

**WHEREAS**, SDFC denies liability, and Plaintiffs and SDFC recognize the outcome of the Litigation and the claims asserted in the Complaint are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

**WHEREAS**, the Parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in JAMS mediation with a well-respected mediator, Bruce Friedman, concerning the issues raised by Plaintiffs in the Litigation, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary;

**WHEREAS**, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class (“Class” or “Settlement Class” as defined in section II(H), below);

**WHEREAS**, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation, or that could have been asserted based upon the operative facts alleged in the Litigation, by or on behalf of Plaintiffs and members of the Class;

**WHEREAS**, Plaintiffs, by and through Class Counsel (as defined in section II(J), below), have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation and discovery of the claims asserted in the Litigation, including discovery obtained by Plaintiffs in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that SDFC likely would assert;

**WHEREAS**, Plaintiffs’ counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiffs’ interest, and the interest of all Class Members, to resolve this Action, and any and all claims against SDFC arising from the conduct alleged in the Action, and in this Settlement Agreement;

**WHEREAS**, SDFC does not believe Plaintiffs’ claims are meritorious and has denied and continues to deny any and all claims alleged by Plaintiffs, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters and/or claims asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiffs and all members of the Class relating to claims which were or could have been asserted by Plaintiffs and the Class in this Litigation relating to the alleged practices and confidentiality breach at issue;

**WHEREAS**, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

**WHEREAS**, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

**WHEREAS**, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

**WHEREAS**, this Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of the Class, and SDFC;

**NOW, THEREFORE**, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. "Actions" mean the first filed class action case captioned *Jane Doe, et al. v. San Diego Family Care and Doe Defendants 1-100*, Case No. 37-2021-00023006-CU-BT-CTL (the "*Doe Action*"), and the class action case captioned *Dacia Thomas, et al. v. San Diego Family Care*, Case No. 37-2021-00026758-CU-BT-CTL (the "*Thomas Action*"), pending in the Superior Court of the State of California, County of San Diego. The Actions may also be referred to as the "Litigation."

B. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.

C. "Approved Claim" means a timely submitted Claim Form requesting a claim for an Identity Theft Protection Package, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and/or a Settlement Share by a member of the Final Settlement Class that has been approved by the Settlement Administrator or the Settlement Umpire.

D. "Attested Time" means time spent remedying issues related to the Data Security Incident.

E. "Claim Form(s)" or "Claim(s)" means the form(s) Settlement Class Members must submit to be eligible for an Identity Theft Protection Package, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and a Settlement Share.

F. "Claims Deadline" means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Class Notice Date.

G. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end on the Claims Deadline.

H. “Class” means 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. SDFC represents that Class consists of approximately 125,500 persons.

I. “Class Action Complaints” mean the Class Action Complaints originally filed in the Actions or, if superseded, the operative class action complaint(s) filed in the Actions.

J. “Class Counsel” or “Plaintiffs’ Counsel” means Keegan & Baker, LLP, Wolf Haldenstein Adler Freeman & Herz LLP, Clayeo C. Arnold, A Professional Law Corporation, and Mason Lietz & Klinger LLP. Patrick N. Keegan of Keegan & Baker, LLP and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP shall jointly move to be appointed as counsel for the Class by the Court.

K. “Class Counsels’ Fees and Expenses” means the reasonable attorneys’ fees, costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Litigation, subject to approval of the Court, which shall not exceed a total amount of five hundred thousand dollars (\$500,000.00), including Incentive Awards.

L. “Class Members” and “Settlement Class Members” means the persons who qualify as members of the Class, as defined in paragraph H above.

M. “Class Notice” means the Court-approved form of notice to the Class, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; and (iii) their opportunity to participate in, object to, or exclude themselves from, the Settlement.

N. “Class Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Class Notice by first class mail, postage prepaid, to each Class Member.

O. “Class Representative(s)” means the Plaintiffs Nadine Ferrer and Dacia Thomas, as defined above.

P. “Court” means the Superior Court of the State of California, County of San Diego, the Hon. Matthew C. Braner, or such other judge to whom the Action may hereafter be assigned.

Q. “Data Breach Incident” means the data security incident described in the “Notice of Security Incident” posted on SDFC’s website on April 6, 2021,<sup>1</sup> a true and correct copy of which is attached hereto as **Exhibit A** and in the notification letters entitled, “**Subject: Notice of Data Breach,**” dated May 7, 2021, signed by Roberta L. Feinberg, M.S., in her capacity as “Chief Executive Officer” of “San Diego Family Care,” stating, in part, “In December 2020, SDFC [] became aware that our information technology hosting provider experienced a data security

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<sup>1</sup> (sdfamilycare.org/wp-content/uploads/2021/05/San-Diego-Family-Care-Substitute-Notice.pdf).

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,” an exemplar of which is attached hereto as **Exhibit B**.

R. “Defendant’s Counsel” means Jon P. Kardassakis and Heidi S. Inman, Lewis Brisbois Bisgaard & Smith LLP.

S. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order or one (1) business day following entry of the Final Approval Order if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

T. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Application for Plaintiffs’ Incentive Awards and Class Counsel’s Fees and Expenses.

U. “Final Approval Order” means the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of any Incentive Award and Class Counsels’ Fees and Expenses.

V. “Final Settlement Class” refers to all members of the Settlement Class who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement.

W. “Identity Theft Protection Package” means two (2) years of Experian IdentityWorks services that is comparable to Experian IdentityWorks<sup>SM</sup> Premium product which is available to the public directly through Experian. Each member of Final Settlement Class who submits timely and valid Claim Form for the Identity Theft Protection Package will be provided the opportunity to enroll, at no expense to the member of the Final Settlement Class, in the Identity Theft Protection Package. To be timely, a member of the Final Settlement Class must submit a timely and valid Claim Form with a claim for the Identity Theft Protection Package within ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court

X. “Incentive Awards” mean the amounts to be paid to each Class Representative in recognition of the risks taken by Plaintiffs as the Class Representatives in commencing the Litigation, both financial and otherwise, subject to approval of the Court, and which shall not exceed a total amount of five thousand dollars (\$5,000.00) to each Class Representative, and shall be included in Class Counsels’ Fees and Expenses. SDFC will not oppose Plaintiffs’ request for Incentive Awards payments in these amounts. The Incentive Awards shall be in addition to the other benefits provided by the Settlement to members of the Final Settlement Class.

Y. “Litigation” means the Action, as defined in paragraph A above.

Z. “Mailed Notice” means the Class Notice sent by U.S. Mail.

AA. “Claims Payment Limit” means the maximum payment obligation for SDFC under this Settlement for Approved Claims, costs for Identity Theft Protection Packages, and Settlement Administration Costs, which is \$1 million. The maximum amount available to pay Approved Claims under this \$1 million payment limit will be determined once Settlement Administration Costs are calculated and approved, and the costs of Identity Theft Protection Packages under this Agreement are deducted. If the total amount of Approved Claims exceeds the \$1 million amount, after deductions, there will be a Pro-Rate Reduction of Approved Claims.

BB. “Objection Date” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

CC. “Ordinary Out-of-Pocket Losses” means out-of-pocket costs or expenditures that a Class Member actually incurred and that have not already been 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, or gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance purchased between the date SDFC first publicly announced the Data Breach Incident (April 6, 2021) and the date of the close of the Claims Period. Claims for Ordinary Out-of-Pocket Losses also include claims made by Class Members for up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of Sixty Dollars (\$60.00), if a Class Member attests that the Class Member spent at least one hour of time dealing with the Data Breach Incident between April 6, 2021 and the date of the close of the Claims Period. Claims for Ordinary Out-of-Pocket Losses are permitted up to a maximum of One Thousand Dollars (\$1,000.00) for each member of the Final Settlement Class. To be timely, a Class Member must submit a timely and valid Claim Form with a claim for Ordinary Out-of-Pocket Losses within ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court.

DD. “Extraordinary Out-of-Pocket Losses” means for actual losses suffered as a result of identity theft occurring after the date SDFC first publicly announced the Data Breach Incident (April 6, 2021), less reimbursement, from one or more of the normal reimbursement categories such as credit monitoring and identity theft insurance, if any. Claims for Extraordinary Out-of-Pocket Losses are permitted up to a maximum of Five Thousand Dollars (\$5,000.00) for each member of the Final Settlement Class. To be timely, a Class Member must submit a timely and valid Claim Form with a claim for Extraordinary Out-of-Pocket Losses within ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court

EE. “Parties” means the Plaintiffs and Defendant as defined above.

FF. “Plaintiffs” means the Class Representatives as defined above.

GG. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

HH. “Released Claims” means the claims released by this Settlement Agreement, as set forth in Section X.

II. “Released Parties” means San Diego Family Care, and its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of their respective past and present directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns, and related or affiliated entities.

JJ. “Request for Exclusion” means a timely and valid request by any Class Member for exclusion from the Settlement. To the extent any Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid and the Claim Form will be processed.

KK. “Request for Exclusion Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to request exclusion from the Settlement.

LL. “SDFC” means San Diego Family Care, a California 501(c)(3) nonprofit corporation, the named defendant in the Actions.

MM. “Settlement” and “Settlement Agreement” means the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

NN. “Settlement Administrator” means ILYM Group, Inc.

OO. “Settlement Administration Costs” mean the costs incurred by the Settlement Administrator, including the reasonable cost of Class Notice, which shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00), and the fees and costs of the Settlement Umpire, incurred in making determinations regarding contested claim made by a Class Member, if any.

PP. “Settlement Umpire” means Bruce A. Friedman, a mediator with JAMS.

QQ. “Settlement Share” refers to the pro rata payment as described in Section IV.C. and subject to Pro-Rata Reduction in Section IV.K. which a member of the Final Settlement Class who timely submits a valid Claim Form requesting a pro rata cash payment. Each member of Final Settlement Class who submits a timely and valid Claim Form for a Settlement Share will be sent a Settlement Share payment up to a maximum of One Hundred Dollars (\$100.00) by the Settlement Administrator. To be timely, a member of the Final Settlement Class must submit a timely and valid Claim Form with a claim for a Settlement Share within ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court.

RR. “Pro-Rata Reduction” refers to the pro rata reduction as calculated in Section IV.F. which may be applied to Approved Claims if only if the total amount of Approved Claims exceeds the \$1 million Claims Payment Limit, after deductions.

### **III. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by all Parties:



A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with SDFC's pre-filing review, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable at the election of Plaintiffs or Defendant with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, the Court shall enter judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Final Approval Order. The judgment shall enjoin the prosecution of any litigation or class action by Plaintiffs or any member of the Final Settlement Class 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 *Doe* Action and/or the *Thomas* Action. For avoidance of doubt, the scope of the Released Claims is limited to the operative facts set forth in the *Doe* Class Action Complaint, the *Thomas* Class Action Complaint and/or Data Breach Incident.

#### **IV. SETTLEMENT TERMS**

A. **Cash Payment by SDFC:** SDFC agrees to pay up to the sum of One Million and Dollars (\$1,000,000.00), for payment of the Approved Claims, the costs for Identity Theft Protection Packages, and the Settlement Administration Costs as approved by the Court, i.e. Claims Payment Limit, and agrees to pay up to the sum of Five Hundred Thousand Dollars (\$500,000.00) for the payment of Class Counsels' Fees and Expenses as consideration to settle the Litigation on a classwide basis. No later than ten (10) calendar days after entry of the Preliminary Approval Order, SDFC must and will pay to the Settlement Administrator the estimated cost of preparing and mailing the Notice of Class Action Settlement to Class Members. Within ten (10) days of the Effective Date, SDFC must and will pay to the Settlement Administrator an amount not to exceed \$1 million to pay for the Approved Claims, the costs for Identity Theft Protection Packages, and the Settlement Administration Costs as approved by the Court in accordance with the Final Approval Order, less any amount previously paid for the estimated cost of preparing and mailing the Notice of Class Action Settlement to Class Members preparation of the class notice to the Settlement Administrator. The Settlement Administrator

shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of these cash payments (i.e., Claims Payment Limit and Class Counsels' Fees and Expenses) required to be paid by SDFC to the Settlement Administrator in accordance with the Final Approval Order. Under no circumstances will SDFC have any further monetary payment obligation other than these cash payments (i.e., Claims Payment Limit and Class Counsels' Fees and Expenses) required to be paid by SDFC to the Settlement Administrator in accordance with the Final Approval Order.

**B. Identity Theft Protection Package Benefit:** Subject to the Claims Payment Limit, members of the Final Settlement Class who submit timely and valid Claim Forms for the Identity Theft Protection Package (as defined in Section II above) will be provided the opportunity to enroll, at no expense to the member of the Final Settlement Class, in the Identity Theft Protection Package. Within thirty (30) days after the Effective Date, each members of the Final Settlement Class who submitted a timely and valid Claim Form for the Identity Theft Protection Package shall be sent (via U.S. mail or email) an activation code to allow them to activate their Identity Theft Protection Package subscription. Members of the Final Settlement Class will have ninety (90) days after the activation code is sent to activate their Identity Theft Protection Package subscription. The Settlement Administrator shall take all reasonable and necessary steps to ensure that those members of the Final Settlement Class who submit timely and valid Claim Forms for the Identity Theft Protection Package are provided with an activation code and will have ninety (90) days after the code is sent by Experian to them to activate their service. Any member of the Final Settlement Class who fails to activate their Identity Theft Protection Package within the ninety (90) day activation deadline will be considered as having waived any right to activate their Identity Theft Protection Package.

**C. Settlement Share Payment Benefit:** Subject to the Claims Payment Limit, members of the Final Settlement Class who submit timely and valid Claim Forms for a Settlement Share will be sent a Settlement Share payment up to a maximum of One Hundred Dollars (\$100.00) by the Settlement Administrator. Claims will be subject to review and approval by the Settlement Administrator.

**D. Ordinary Out-of-Pocket Losses Benefit:** Subject to the Claims Payment Limit, members of the Final Settlement Class who submit timely and valid Claim Forms for Ordinary Out-of-Pocket Losses will be sent a payment for Ordinary Out-of-Pocket Losses up to a maximum of One Thousand Dollars (\$1,000.00) by the Settlement Administrator. Claims will be subject to review and approval for completeness and plausibility by a Settlement Administrator. Claims for Ordinary Out-of-Pocket Losses include, 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, or gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance purchased between the date SDFC first publicly announced the Data Breach Incident (April 6, 2021) and the date of the close of the Claims Period. Claims for Ordinary Out-of-Pocket Losses also include claims made by Class Members for up to 3 hours of lost time, compensated at \$20.00 per hour, up to a maximum of Sixty Dollars (\$60.00), if a Class Member attests in the submitted Claim Form that the Class Member spent at least one hour of time dealing with the Data Breach Incident between April 6, 2021 and the date of the close of the Claims Period.

**E. Extraordinary Out-of-Pocket Losses Benefit:** Subject to the Claims Payment Limit, members of the Final Settlement Class who submit timely and valid Claim Forms for Extraordinary Out-of-Pocket Losses will be sent a payment for Extraordinary Out-of-Pocket Losses up to a maximum of Five Thousand Dollars (\$5,000.00) by the Settlement Administrator. Claims for Extraordinary Out-of-Pocket Losses will be subject to review and approval for completeness and plausibility by a Settlement Administrator. Claims for Extraordinary Out-of-Pocket Losses are for actual losses suffered as a result of identity theft occurring after the date SDFC first publicly announced the Data Breach Incident (April 6, 2021), less reimbursement, from one or more of the normal reimbursement categories such as credit monitoring and identity theft insurance, if any.

**F. Assessing Claims:** 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, and Extraordinary Out-of-Pocket Losses, and claims for Identity Theft Protection Packages and approval, 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.

**G. Resolution of Disputed Claims:** To the extent the Settlement Administrator determines a claim for payment of a Settlement Share, Ordinary Out-of-Pocket Losses, or Extraordinary Out-of-Pocket Losses, or a claim for 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 proceed as follows: If there is a reasonable basis for dispute as to whether a person who submits a claim is a Class Member, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree on the proper disposition of the claim, 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. If there is a reasonable basis for dispute as to whether a claim for actual documented Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses is supported by reasonable evidence, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree that such Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses is supported by reasonable evidence, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree that such 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. The Parties agree that Bruce A. Friedman, who was the mediator in connection with the negotiation of this Settlement Agreement, will be appointed as the Settlement

Umpire. If for any reason Bruce A. Friedman is unwilling or unable to perform the duties of the Settlement Umpire, the Parties will consult and attempt to reach agreement as to an alternate Settlement Umpire to be approved by the Court. If the Parties are unable to reach agreement as to an alternate Settlement Umpire to be approved by the Court, any Party may file a noticed motion asking the Court to appoint an alternate Settlement Umpire.

H. **Claims Payment Limit:** The maximum amount SDFC is responsible to pay for the cost of Approved Claims, costs for Identity Theft Protection Packages, and Settlement Administration Costs, is \$1 million which shall be referred to as the “Claims Payment Limit.”

I. **Incentive Awards to the Class Representatives:** SDFC will not oppose the request for payment of Incentive Awards in an amount not to exceed Five Thousand Dollars (\$5,000.00) to each Class Representative for their time and effort expended in the Litigation on behalf of the Class, subject to approval of the Court, and which shall be included in Class Counsels’ Fees and Expenses. The Incentive Awards shall be in addition to the Class Representatives’ right to make a claim for an Identity Theft Protection Package, Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and a Settlement Share.

J. **Payment of Class Counsels’ Fees and Expenses:** SDFC will not oppose the request for payment of Class Counsels’ Fees and Expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Litigation, and agrees to pay the amount approved of the Court not to exceed a total amount of Five Hundred Thousand Dollars (\$500,000.00), inclusive of Incentive Awards. Within ten (10) days of the Effective Date, Patrick N. Keegan of Keegan & Baker, LLP and Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP will jointly provide the Settlement Administrator with instructions for issuance of payments to Class Representatives and Class Counsels’ Fees and Expenses between and among Class Counsel consistent with the Final Approval Order. Defendant shall have no liability or responsibility for the payment of Class Counsels’ Fees and Expenses between and among Class Counsel for the Court approved fees and expenses, nor shall Defendant take any position concerning the allocation of the fees and expenses between and among Class Counsel.

K. **Pro-Rata Reduction:** 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 to pay Approved Claims under the \$1 million Claims Payment Limit will be determined by (i) taking \$1 million (ii) subtracting the amounts the costs for 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:

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

## **V. CASH PAYMENTS TO CLASS MEMBERS**

A. The Settlement Administrator will issue First-Round Checks to members of the Final Settlement Class with Approved Claims during a first round of cash payments and may issue checks during subsequent rounds of payments pursuant to this Section V.

B. Amount of First Round Checks sent to Final Settlement Class with Approved Claims: The amount of each First-Round Check sent to members of the Final Settlement Class with Approved Claims will be determined by the Settlement Administrator subject to a Pro-Rata Reduction pursuant to Section IV.

C. Disbursement of First Round Checks: Within thirty (30) days of the Effective Date, the Settlement Administrator will disburse First-Round Checks to each member of the Final Settlement Class with Approved Claims. For any First-Round Checks returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator will make reasonable efforts to find a valid address, including skip tracing, and resend the First-Round Check within thirty (30) days after the First-Round Check is returned to the Settlement Administrator as undeliverable.

D. Failure to Cash First Round Checks: Absent a demonstration of reasonable circumstances for excuse, any First-Round Checks not cashed within ninety (90) days of issuance (based on the date of the check) will be deemed expired. Any member of the Final Settlement Class who does not cash their First-Round Check within the aforementioned time period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their First-Round Check, and the Settlement Administrator will issue a new check so long as said member of the Final Settlement Class is able to show reasonable circumstances to excuse his or her prior failure to cash the First-Round Check. Members of the Final Settlement Class are entitled to only one petition on this basis, and any First-Round Checks reissued for such reasonable circumstances will expire within thirty (30) days of issuance (based on the date of the check). Members of the Final Settlement Class who do not timely cash their First-Round Checks and fail to petition for a reissuance of the uncashed First-Round Check will be considered as having waived any right to a cash payment under the Settlement Agreement but will still be able to obtain other benefits provided by the Settlement. In no event will a member of the Final Settlement Class be permitted to cash a prior-round check once the Settlement Administrator has issued checks during a subsequent round (pursuant to Section V.E.), or the value of uncashed checks has been paid to a *cy pres* organization (pursuant to Section V.G.). There will be no reversion of the uncashed First-Round Checks to SDFC.

E. Issuance of Checks during Subsequent Rounds (if necessary): If the total amount of uncashed First-Round Checks divided by the number of members of the Final Settlement Class who did cash their First-Round Check is greater than or equal to \$10.00, there will be a second round of cash payments to those members of the Final Settlement Class who cashed their First-Round Checks. The total amount of uncashed checks will be distributed *pro rata* to those members of the Final Settlement Class who cashed their First-Round Checks in the form of a second check ("Second-Round Check"). The Settlement Administrator will issue these checks within ninety (90) days following the deadline by which members of the Final Settlement Class must cash their First-

Round Check before waiving their right to a cash payment under the Settlement Agreement. There will be no reversion of the uncashed Second-Round Checks to SDFC.

F. If the total amount of uncashed Second-Round Checks divided by the number of members of the Final Settlement Class who did cash their Second-Round Check is greater than or equal to \$10.00, there will be a Third-Round of cash payments to those members of the Final Settlement Class who cashed their Second-Round Check. The total amount of uncashed Second-Round Checks will be distributed pro rata to those members of the Final Settlement Class who cashed their Second-Round Check in the form of a third check. This process will continue with as many rounds as is necessary until the total amount of uncashed checks from the most recent round divided by the number of members of the Final Settlement Class who cashed their check during the most recent round is less than \$10.00 per person. At that point, the total dollar value of uncashed checks will be paid to a charitable organization pursuant to Section V.G. There will be no reversion of any uncashed checks to SDFC.

G. Payment of Uncashed Checks to a Cy Pres Organization (if necessary): If the total amount of uncashed First-Round Checks divided by the number of members of the Final Settlement Class who did cash their First-Round Check is less than \$10.00, then there will be no issuance of Second-Round Checks to members of the Final Settlement Class. Instead, the total amount of uncashed First-Round Checks will be paid to a charitable organization to be agreed upon by the SDFC and Co-Lead Class Counsel, and approved by the Court, for the provision of services to victims of identity theft and fraud-related crimes or, alternatively, to a charitable organization that conducts services the Court deems appropriate given the facts underlying the Litigation. If there is more than one round of checks (pursuant to Section V.E.), then the total amount of uncashed checks from the most recent round will be paid to the approved charitable organization pursuant to the same terms. There will be no reversion of the uncashed checks to SDFC.

## **VI. IDENTITY THEFT PROTECTION PACKAGE ACTIVATION**

A. Disbursement of Activation Codes for Identity Theft Protection Package: Defendant will provide the Settlement Administrator with a list of all Class Members in Excel format that includes their names and addresses within five (5) days following entry of the Preliminary Approval Order. Within ten (10) days of the Effective Date, SDFC agrees to provide the Settlement Administrator with the DOB (Date of Birth) information for each member of the Final Settlement Class with an Approved Claim for an Identity Theft Protection Package as needed (necessary for a proper activation code for an Identity Theft Protection Package to be sent to each such person). SDFC agrees that the Settlement Administrator can disclose the total number of members of the Final Settlement Class with an Approved Claim for Identity Theft Protection Packages who will be less than eighteen (18) years old through the end of the activation period with Class Counsel. No later than thirty (30) days after the Effective Date, the Settlement Administrator will send (i) payment to Experian for Identity Theft Protection Package for all Approved Claims for Identity Theft Protection Package and (ii) cause an activation code to be sent (via U.S. mail or email) to each Member of the Final Settlement Class with an Approved Claim for Identity Theft Protection to activate their Identity Theft Protection Package subscription.

B. Activation of Identity Theft Protection Package subscription: Members of the Final Settlement Class with an Approved Claim for Identity Theft Protection Packages will have ninety (90) days after the code is sent to them to activate their Identity Theft Protection Package subscription. Any member of the Final Settlement Class with an Approved Claim for Identity Theft Protection who fails to activate their Identity Theft Protection Package subscription by the activation deadline will be considered as having waived any right to activate their Identity Theft Protection Package subscription but will still be able to obtain other benefits provided by the Settlement.

## **VII. SETTLEMENT ADMINISTRATION**

A. Engagement of Settlement Administrator. Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage ILYM Group, Inc. as the Settlement Administrator, which shall be paid reasonable fees, agreed not to exceed \$150,000.00. SDFC agrees to pay the Settlement Administration Costs as approved by the Court, subject to the Claims Payment Limit.

B. Duties of Settlement Administrator. In addition to other duties as set forth in this Agreement, the Settlement Administrator shall be solely responsible for the following:

1. Preparing, printing, and disseminating the Class Notice to Class Members.
2. Not later than fifteen (15) days after the Court's entry of a Preliminary Approval Order, sending by First Class Mail the Class Notice to all known Class Members. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable Class Member contact information prior to the date of the first Mailed Notice.
3. From the date of the first Mailed Notice, and thereafter for a period of no less than six (6) months after the Effective Date of Class Settlement, maintaining (i) the settlement website, [www.SDFCprivacyclassaction.com](http://www.SDFCprivacyclassaction.com), that will include information about how to contact Class Counsel, a copy of the Class Notice, and a copy of the Settlement Agreement; and (ii) an 800 number with recorded answers to commonly asked settlement questions and reference to the settlement website.
4. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which the request was mailed.
5. Keeping track of objections, including maintaining the original mailing envelope in which the objection was mailed.
6. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed.

7. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications and attempted written or electronic communications with Class Members.
8. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion from Class Members; (ii) copies of objections by Class Members; and (iii) all other written or electronic communications received from Class Members.
9. Determining whether Requests for Exclusion comply with the terms of this Agreement and are valid and effective to exclude the submitting Class Member from the Class.
10. Promptly preparing and distributing any revocation of a Request for Exclusion to the submitting Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement.
11. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than ten (10) Court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion, all revocations of Requests for Exclusion, and all objections.
12. Establishing a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the payments required to be made by SDFC, ensuring that all taxes associated with the administration of such QSF are timely paid to the appropriate tax authorities and all tax filings are timely filed, which shall be paid from the QSF.
13. Determining whether to approve claims for payment of Settlement Shares, Ordinary Out-of-Pocket Losses, and Extraordinary Out-of-Pocket Losses, and claims for Identity Theft Protection Packages in accordance with this Agreement.
14. Preparing a list of members of the Final Settlement Class.
15. Not later than thirty (30) days after the Effective Date, distributing payment of Settlement Shares, Ordinary Out-of-Pocket Losses, and Extraordinary Out-of-Pocket Losses and activation codes for Identity Theft Protection Packages for all Approved Claims.
16. Not later than thirty (30) days after the Effective Date, sending payment to Experian for all Approved Claims for Identity Theft Protection Packages.
17. Not later than thirty (30) days after the Effective Date, distributing any Incentive Award approved by the Court by sending a check by First Class Mail in the amount of the award approved by the Court, but not to exceed five thousand dollars (\$5,000.00), to the appropriate Class Representative.



18. Not later than thirty (30) days after the Effective Date, preparing and distributing, in accordance with this Agreement and Final Approval Order, or Final Approval Order on Fees, Class Counsel's reasonable attorneys' fees and costs.
19. Confirming in writing its completion of the administration of the Settlement.

C. Costs of Settlement Administration. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, settlement website, 800 number, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees, shall be paid by SDFC subject to the Claims Payment Limit, subject to approval of the Court.

### **VIII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than forty-five (45) days after the date of Mailed Notice or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with a weekly report informing them of any Requests for Exclusion received by to the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file a Declaration attaching all Requests for Exclusion received with the Court and serve copies on Defendant's counsel and Class Counsel no later than seven (7) days after the Request for Exclusion period expires.

### **IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

A. The Parties will request the Court to enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Date, forty-five (45) days from the date of Mailed Notice or such date as otherwise ordered by the Court, as well as a notice of intention to appear at the Final Approval Hearing.

B. To state a valid objection to the Settlement, an objecting Class Member must provide to the Settlement Administrator the following information in his, her or its written objection: (i) full name, current address, and current telephone number; (ii) documentation

sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her/its position.

C. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for reasonable attorneys' fees, Incentive Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the date set by the Court. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

D. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide, in the Court's discretion, that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court.

E. Class Counsel will defend the Court's Final Approval Order, Final Approval Order on Fees, Judgment, and any related orders, in the event of an appeal.

## **X. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT**

A. Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement release 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 *Doe* Action and/or the *Thomas* Action. For avoidance of doubt, the scope of the Released Claims is limited to the operative facts set forth in the *Doe* Action Complaint, the *Thomas* Action Complaint and/or in the "Notice of Security Incident" posted on SDFC's website on April 6, 2021,<sup>2</sup>

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<sup>2</sup> (sdfamilycare.org/wp-content/uploads/2021/05/San-Diego-Family-Care-Substitute-Notice.pdf).

a true and correct copy of which is attached hereto as **Exhibit A**, and in the notification letters entitled, “**Subject: Notice of Data Breach**,” dated May 7, 2021, signed by Roberta L. Feinberg, M.S., in her capacity as “Chief Executive Officer” of “San Diego Family Care,” an exemplar of which is attached hereto as **Exhibit B**.

B. Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law. Section 1542 of the California Civil Code provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

C. This Settlement Agreement does not affect the rights of Class Members who timely and properly make a Request for Exclusion from the Settlement Agreement.

D. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released Parties.

## **XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. SDFC, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by SDFC of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of SDFC. This Settlement Agreement has been duly and validly executed and delivered by SDFC and constitutes its legal, valid, and binding obligation.

## **XII. MISCELLANEOUS PROVISIONS**

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by SDFC with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. SDFC

specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by SDFC, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) if for any reason this Settlement is not approved by the Court, SDFC may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that SDFC may, at its discretion, withdraw or terminate this Settlement Agreement prior to the Final Approval Hearing if more than two percent (2%) of Class Members have submitted valid and timely Requests for Exclusion within five (5) days following the delivery of all valid Requests for Exclusion from the Settlement Administrator. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, the Settlement Administrator shall file a Declaration attaching copies of all Requests for Exclusion timely received, together with copies of all written revocations of any Requests for Exclusion, with the Court and serve copies on Defendant's counsel and Class Counsel no later than seven (7) days after the Request for Exclusion Deadline expires. If SDFC exercises this option and withdrawals from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect, and the Parties will be restored to their positions prior to their execution of this Agreement.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in Section II, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

K. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Patrick N. Keegan, Esq.  
**KEEGAN & BAKER, LLP**  
2292 Faraday Avenue, Suite 100  
Carlsbad, CA 92008  
Telephone: (760) 929-9303  
Facsimile: (760) 929-9260  
[pkeegan@keeganbaker.com](mailto:pkeegan@keeganbaker.com)

Rachele R. Byrd  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP**  
750 B Street, Suite 1820  
San Diego, California  
Telephone: (619) 239-4599  
Facsimile: (619) 234-4599  
[byrd@whafh.com](mailto:byrd@whafh.com)


For SDFC:

Jon Kardassakis, Esq.  
**LEWIS BRISBOIS BISGAARD & SMITH,  
LLP**  
633 W. 5th Street, Suite 4000  
Los Angeles, California 90071  
Tel: (213) 250-1800  
Fax: (213) 250-7900  
[Jon.Kardassakis@lewisbrisbois.com](mailto:Jon.Kardassakis@lewisbrisbois.com)

Heidi S. Inman, Esq.  
**LEWIS BRISBOIS BISGAARD & SMITH,  
LLP**  
550 W C Street, Suite 1700  
San Diego, California 92101  
Tel: (619) 233-1006  
Fax: (619) 233-8627  
[Heidi.Inman@lewisbrisbois.com](mailto:Heidi.Inman@lewisbrisbois.com)

IN WITNESS WHEREOF, Plaintiffs and SDFC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 1/12/2022

DocuSigned by:  
  
48AA6GFC015B45F...  
Nadine Ferrer  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dacia Thomas  
Plaintiff

Dated: 1/13/2022

DocuSigned by:  
*Patrick Keegan*  
53D893559F5348F...

Patrick N. Keegan, Esq.  
KEEGAN & BAKER, LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

David K. Lietz, Esq.  
MASON LIETZ & KLINGER LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

Rachele R. Byrd, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

M. Anderson Berry, Esq.  
CLAYEO C. ARNOLD,  
A PROFESSIONAL LAW CORP.  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

As the Duly Authorized Corporate Representative of  
SDFC

Dated: \_\_\_\_\_

Jon Kardassakis, Esq.  
Heidi S. Inman, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for Defendant SDFC**

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Patrick N. Keegan, Esq.  
**KEEGAN & BAKER, LLP**  
2292 Faraday Avenue, Suite 100  
Carlsbad, CA 92008  
Telephone: (760) 929-9303  
Facsimile: (760) 929-9260  
[pkeegan@keeganbaker.com](mailto:pkeegan@keeganbaker.com)

Rachele R. Byrd  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP**  
750 B Street, Suite 1820  
San Diego, California  
Telephone: (619) 239-4599  
Facsimile: (619) 234-4599  
[byrd@whafh.com](mailto:byrd@whafh.com)

For SDFC:

Jon Kardassakis, Esq.  
**LEWIS BRISBOIS BISGAARD & SMITH,  
LLP**  
633 W. 5th Street, Suite 4000  
Los Angeles, California 90071  
Tel: (213) 250-1800  
Fax: (213) 250-7900  
[Jon.Kardassakis@lewisbrisbois.com](mailto:Jon.Kardassakis@lewisbrisbois.com)

Heidi S. Inman, Esq.  
**LEWIS BRISBOIS BISGAARD & SMITH,  
LLP**  
550 W C Street, Suite 1700  
San Diego, California 92101  
Tel: (619) 233-1006  
Fax: (619) 233-8627  
[Heidi.Inman@lewisbrisbois.com](mailto:Heidi.Inman@lewisbrisbois.com)

IN WITNESS WHEREOF, Plaintiffs and SDFC, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 1/12/2022

DocuSigned by:



48AA6CEC915B45E...

Nadine Ferrer  
Plaintiff

Dated: Jan 13, 2022



Dacia thomas (Jan 13, 2022 13:08 PST)


Dacia Thomas  
Plaintiff



Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
KEEGAN & BAKER, LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_



\_\_\_\_\_  
David K. Lietz, Esq.  
MASON LIETZ & KLINGER LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rachele R. Byrd, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

\_\_\_\_\_  
M. Anderson Berry, Esq.  
CLAYEO C. ARNOLD,  
A PROFESSIONAL LAW CORP.  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

As the Duly Authorized Corporate Representative of  
SDFC

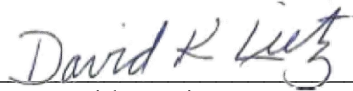
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon Kardassakis, Esq.  
Heidi S. Inman, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for Defendant SDFC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
KEEGAN & BAKER, LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_



\_\_\_\_\_  
David K. Lietz, Esq.  
MASON LIETZ & KLINGER LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_



\_\_\_\_\_  
Rachele R. Byrd, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

\_\_\_\_\_  
M. Anderson Berry, Esq.  
CLAYEO C. ARNOLD,  
A PROFESSIONAL LAW CORP.  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

As the Duly Authorized Corporate Representative of  
SDFC

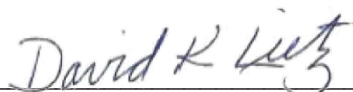
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon Kardassakis, Esq.  
Heidi S. Inman, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for Defendant SDFC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick N. Keegan, Esq.  
KEEGAN & BAKER, LLP  
**Attorneys for Plaintiffs**

Dated: Jan 13, 2022 \_\_\_\_\_



\_\_\_\_\_  
David K. Lietz, Esq.  
MASON LIETZ & KLINGER LLP  
**Attorneys for Plaintiffs**

Dated: Jan 13, 2022 \_\_\_\_\_



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Rachele R. Byrd, Esq.  
WOLF HALDENSTEIN ADLER  
Jan 13, 2022 N & HERZ LLP  
**Attorneys for Plaintiffs**

Dated: Jan 13, 2022 \_\_\_\_\_



\_\_\_\_\_  
M. Anderson Berry, Esq.  
CLAYEO C. ARNOLD,  
A PROFESSIONAL LAW CORP.  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

As the Duly Authorized Corporate Representative of  
SDFC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jon Kardassakis, Esq.  
Heidi S. Inman, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for Defendant SDFC**

Dated: \_\_\_\_\_

Patrick N. Keegan, Esq.  
KEEGAN & BAKER, LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

David K. Lietz, Esq.  
MASON LIETZ & KLINGER LLP  
**Attorneys for Plaintiffs**

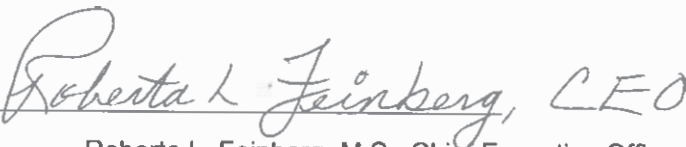
Dated: \_\_\_\_\_

Rachele R. Byrd, Esq.  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
**Attorneys for Plaintiffs**

Dated: \_\_\_\_\_

M. Anderson Berry, Esq.  
CLAYEO C. ARNOLD,  
A PROFESSIONAL LAW CORP.  
**Attorneys for Plaintiffs**

Dated: 1-13-2022

  
Print: Roberta L. Feinberg, M.S., Chief Executive Officer  
As the Duly Authorized Corporate Representative of  
SDFC

Dated: 1/13/2022



Jon Kardassakis, Esq.  
Heidi S. Inman, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for Defendant SDFC**

# **Exhibit A**

## **NOTICE OF SECURITY INCIDENT**

### **Notice of Security Incident**

San Diego Family Care (SDFC) recently discovered a data security incident that may have impacted personal and protected health information belonging to certain current and former San Diego Family Care patients and employees. SDFC has sent notification of this incident to potentially impacted individuals for whom SDFC had contact information and has provided resources to assist them.

### **What Happened**

In December 2020, SDFC and its business associate, Health Center Partners of Southern California (HCP), became aware that our information technology hosting provider experienced a data security incident that resulted in the encryption of certain data. The hosting provider took steps to secure and restore its systems and launched an investigation with the assistance of computer forensics experts. At that time, SDFC did not know what, if any, data belonging to SDFC or HCP may have been involved in the incident.

On January 20, 2021, we learned that, based on our hosting provider's investigation into the incident, certain SDFC and HCP data may have been accessed or acquired by an unauthorized individual. We obtained a copy of the impacted data and engaged experts to conduct a thorough review to identify individuals whose information may have been involved in the incident. That review concluded on April 12, 2021.

Please note that this unauthorized access was limited to systems related to insurance claims, and did not affect any other SDFC information systems, such as our electronic medical record system. We have no evidence that any personal or protected information was misused.

### **What Information Was Involved**

Based on SDFC and HCP's 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.

### **What Are We Doing**

SDFC sent notification letters to the potentially impacted individuals on May 7, 2021. These letters include information about steps that individuals can take to protect their information.

SDFC has also established a toll-free call center to answer questions about the incident and to address related concerns. Call center representatives are available Monday through Friday from 6:00 a.m. – 6:00 p.m. Pacific Time and can be reached at (833) 664-1997.

SDFC is working with its hosting provider to ensure that appropriate remediation measures are taken to reduce the likelihood of a similar incident occurring in the future.

### **What You Can Do**

Please see the guide below on **Identity Theft Protection Information** which describes ways you can protect your information, how to manage your credit report and how to navigate other specific, related circumstances.

### For More Information

The security of your personal information is important to us and we are working to minimize the likelihood that a similar incident will occur again. For any additional information, please contact Scott Kennedy, CIO at [SDFCinfo@sdfamilycare.org](mailto:SDFCinfo@sdfamilycare.org) or call (858)279-0925 extension 2960.

## Identity Theft Protection Information

### What steps can I take to protect my personal information?

- Please notify your financial institution immediately if you detect any suspicious activity on any of your accounts, including unauthorized transactions or new accounts opened in our name that you do not recognize. You should also promptly report any fraudulent activity or any suspected incidents of identity theft to proper law enforcement authorities.
- You can request a copy of your credit report, free of charge, directly from each of the three nationwide credit reporting agencies. To do so, free of charge once every 12 months, please visit <http://www.annualcreditreport.com> or call toll free at 1-877-322-8228. Contact information for the three nationwide credit reporting agencies is listed further down this page.
- You can take steps recommended by the Federal Trade Commission to protect yourself from identify theft. The FTC's website offers helpful information at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft).
- Additional information on what you can do to better protect your information is included in your notification letter.

### How do I obtain a copy of my credit report?

You can obtain a copy of your credit report, free of charge, directly from each of the three nationwide credit reporting agencies. To order your credit report, free of charge once every 12 months, please visit <http://www.annualcreditreport.com> or call toll free at 1-877-322-8228. Use the following contact information for the three nationwide credit reporting agencies:

#### Equifax

P.O. Box 105851  
Atlanta, GA 30348  
1-800-525-6285  
[www.equifax.com](http://www.equifax.com)

#### Experian

P.O. Box 9532  
Allen, TX 75013  
1-888-397-3742  
[www.experian.com](http://www.experian.com)

#### TransUnion

P.O. Box 1000  
Chester, PA 19016  
1-800-916-8800  
[www.transunion.com](http://www.transunion.com)

### How do I put a fraud alert on my account?

You may consider placing a fraud alert on your credit report. This fraud alert statement informs creditors to possible fraudulent activity within your report and requests that your creditor contact you prior to establishing any accounts in your name. To place a fraud alert on your credit report, contact Equifax, Experian or TransUnion and follow the Fraud Victims instructions. To place a fraud alert on your credit accounts, contact your financial institution or credit provider. Contact information for the three nationwide credit reporting agencies is included in the letter and is also listed on this page.

## How do I put a security freeze on my credit reports?

You also have the right to place a security freeze on your credit report. A security freeze is intended to prevent credit, loans and services from being approved in your name without your consent. To place a security freeze on your credit report, you need to make a request to each consumer reporting agency. You may make that request by certified mail, overnight mail, or regular stamped mail, or online by following the instructions found at the websites listed below. You will need to provide the following information when requesting a security freeze (note that if you are making a request for your spouse, this information must be provided for him/her as well): (1) full name, with middle initial and any suffixes; (2) Social Security number; (3) date of birth; (4) address. You may also be asked to provide other personal information such as your email address, a copy of a government-issued identification card, and a copy of a recent utility bill or bank or insurance statement. It is essential that each copy be legible, display your name and current mailing address, and the date of issue. There is no charge to place, lift or remove a freeze. You may obtain a security freeze by contacting any one or more of the following national consumer reporting agencies:

### **Equifax Security Freeze**

P.O. Box 105788  
Atlanta, GA 30348  
1-800-685-1111  
[www.equifax.com](http://www.equifax.com)

### **Experian Security Freeze**

P.O. Box 9554  
Allen, TX 75013  
1-888-397-3742  
[www.experian.com](http://www.experian.com)

### **TransUnion**

P.O. Box 2000  
Chester, PA 19016  
1-800-909-8872  
[www.transunion.com](http://www.transunion.com)

## What should I do if my family member was involved in the incident and is deceased?

You may choose to notify the three major credit bureaus, Equifax, Experian and Trans Union, and request they flag the deceased credit file. This will prevent the credit file information from being used to open credit. To make this request, mail a copy of your family member's death certificate to each company at the addresses below.

### **Equifax**

Equifax Information Services  
P.O. Box 105169  
Atlanta, GA 30348

### **Experian**

Experian Information Services  
P.O. Box 9701  
Allen, TX 75013

### **TransUnion**

TransUnion Information  
Services  
P.O. Box 2000  
Chester, PA 19022

## Personal Information of a Minor:

You can request that each of the three national credit reporting agencies perform a manual search for a minor's Social Security number to determine if there is an associated credit report. Copies of identifying information for the minor and parent/guardian may be required, including birth or adoption certificate, Social Security card and government issued identification card. If a credit report exists, you should request a copy of the report and immediately report any fraudulent accounts to the credit reporting agency. You can also report any misuse of a minor's information to the FTC at <https://www.identitytheft.gov/>. For more information about Child Identity Theft and instructions for requesting a manual Social Security number search, visit the FTC website:



<https://www.consumer.ftc.gov/articles/0040-child-identity-theft>. Contact information for the three national credit reporting agencies is listed above.

# **Exhibit B**



SAN DIEGO FAMILY CARE  
A California Non-Profit Corporation

C/O IDX

P.O. Box 989728

West Sacramento, CA 95798-9728

To Enroll, Please Call:

(833) 664-1997

Or Visit:

<https://response.idx.us/sdfcprotect>

Enrollment Code: <<XXXXXX>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS1>>

<<ADDRESS2>>

<<CITY>>, <<STATE>> <<ZIP>>

May 7, 2021

Subject: Notice of Data Breach

Dear <<FIRST NAME>> <<LAST NAME>>:

I am writing to inform you of a data security incident that may have affected your personal information. At San Diego Family Care ("SDFC"), we take the privacy and security of your personal information very seriously. 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, including enrolling in the complimentary identity protection services we are making available to you.

**What Happened.** In December 2020, SDFC and its business associate, Health Center Partners of Southern California (HCP), became aware that our information technology hosting provider experienced a data security incident that resulted in the encryption of certain data. The hosting provider took steps to secure and restore its systems and launched an investigation with the assistance of computer forensics experts. At that time, SDFC did not know what, if any, data belonging to SDFC or HCP may have been involved in the incident.

On January 20, 2021, we learned that, based on our hosting provider's investigation into the incident, certain SDFC and HCP data may have been accessed or acquired by an unauthorized individual. We obtained a copy of the impacted data and engaged experts to conduct a thorough review to identify individuals whose information may have been involved in the incident. That review concluded on April 12, 2021, and indicated that your information may have been involved.

Please note that this unauthorized access was limited to systems that stored information about insurance claims, and did not affect any other SDFC information systems, such as our electronic medical record system. We are not aware of the misuse of any personal information that may have been affected by this incident.

**What Information Was Involved.** The affected information may have included your <<Variable 2>>.

**What Are We Doing.** As soon as SDFC learned of the incident, we took the steps described above. We are also working with our hosting provider to ensure that appropriate remediation measures are taken to reduce the likelihood of a similar incident occurring in the future. In addition, we are offering identity theft protection services through IDX, the data breach and recovery services expert. IDX identity protection services include: 12 months of credit and CyberScan monitoring, a \$1,000,000 insurance reimbursement policy, and fully managed id theft recovery services. With this protection, IDX will help you resolve issues if your identity is compromised.

**What You Can Do.** We recommend that you review the guidance included with this letter about how to protect your information. In addition, you can enroll in the free credit monitoring services that we are offering to you through IDX by calling (833) 664-1997 or going to <https://response.idx.us/sdfcprotect> and using the Enrollment Code provided above.

**For More Information.** If you have questions or need assistance, please contact (833) 664-1997, Monday through Friday, 6am – 6pm PT. Our representatives are fully versed on this incident and can answer any questions you may have regarding the protection of your personal information.

We take your trust in us and this matter very seriously. Please accept our sincere apologies for any worry or inconvenience that this may cause you.

Sincerely,

Roberta L. Feinberg, M.S.

Chief Executive Officer

San Diego Family Care

<<Nombre>> <<Apellido>>  
<<Dirección1>>  
<<Dirección2>>  
<<Ciudad>>, <<Estado>> <<Código postal>>

Para inscribirse, llame al:  
(833) 664-1997  
o visite:  
<https://response.idx.us/sdfcprotect>  
Código de inscripción: <<xxxxxx>>

Asunto: Aviso de incidente de seguridad de datos

7 de mayo de 2021

Estimado/a <<Nombre>> <<Apellido>>:

Le escribo para informarle acerca de un incidente de seguridad de datos que puede haber afectado su información personal. En San Diego Family Care (SDFC), nos tomamos muy en serio la privacidad y seguridad de su información personal. Nos comunicamos con usted para informarle la existencia de este incidente y las medidas que puede tomar para asegurarse de que su información esté protegida, incluida la inscripción en los servicios complementarios de protección de identidad que ponemos a su disposición.

Qué ocurrió. En diciembre de 2020, SDFC y su socio comercial, Health Center Partners of Southern California (HCP), tuvieron conocimiento de que nuestro proveedor de hosting de tecnología de la información experimentó un incidente de seguridad de datos que dio como resultado el cifrado de cierta información. El proveedor de hosting tomó medidas para proteger y restaurar sus sistemas e inició una investigación con la ayuda de expertos en informática forense. En ese momento, SDFC no sabía qué datos de SDFC o HCP, en caso de que existiera alguno, podrían haber estado involucrados en el incidente.

El 20 de enero de 2021, nos enteramos de que, según la investigación de nuestro proveedor de hosting sobre el incidente, es posible que una persona no autorizada haya accedido o adquirido ciertos datos de SDFC. Obtuvimos una copia de los datos afectados y contratamos a expertos para realizar una revisión exhaustiva a fin de identificar a las personas cuya información puede haber estado involucrada en el incidente. Dicha revisión concluyó el 12 de abril de 2021 e indicó que su información puede haber estado involucrada.

Tenga en cuenta que este acceso no autorizado se limitó a sistemas que almacenaban información sobre reclamaciones de seguros y no afectó a ningún otro sistema de información de SDFC, como nuestro sistema de registro médico electrónico. No tenemos conocimiento del uso indebido de ninguna información personal que pueda haber sido afectada por este incidente.

Qué información estuvo involucrada. La información afectada incluye nombres de personas, números de seguro social, fechas de nacimiento, diagnósticos médicos o información sobre tratamientos, información del seguro médico o números de identificación de clientes. Sin embargo, no todos los elementos de los datos se vieron afectados para cada persona. Puede encontrar información adicional en la página 1 o al llamar al (833) 664-1997.

Medidas que tomamos. Tan pronto como SDFC tuvo conocimiento del incidente, tomamos las medidas descritas anteriormente. También estamos trabajando con nuestro proveedor de hosting para asegurarnos de que se tomen las medidas correctivas adecuadas para reducir la probabilidad de que ocurra un incidente similar en el futuro. Además, ofrecemos servicios de protección contra robo de identidad a través de IDX, el experto en servicios de violación y recuperación de datos. Los servicios de protección de identidad de IDX incluyen: 12 meses de supervisión de crédito y CyberScan, una política de reembolso de \$1,000,000 en concepto de seguro y servicios de recuperación de robo de identidad completamente administrados. Con esta protección, IDX lo ayudará a resolver problemas si su identidad está comprometida.

Qué puede hacer usted. Le recomendamos que revise la orientación incluida con esta carta sobre cómo proteger su información. Además, para inscribirse en los servicios gratuitos de supervisión de crédito que le ofrecemos a través de IDX, puede llamar al (833) 664-1997 o visitar <https://response.idx.us/sdfcprotect> y usar el Código de inscripción proporcionado anteriormente.

Más información. Si tiene preguntas o necesita ayuda, comuníquese con el (833) 664-1997, de lunes a viernes, de 6 a. m. a 6 p. m., Hora del Pacífico. Nuestros representantes están plenamente informados sobre este incidente y pueden responder cualquier pregunta que pueda tener con respecto a la protección de su información personal.

Nos tomamos muy en serio su confianza y este asunto. Acepte nuestras más sinceras disculpas por cualquier preocupación o inconveniente que esto pueda ocasionarle.

Atentamente,



Roberta L. Feinberg, M.S.  
Directora Ejecutiva  
San Diego Family Care

## STEPS YOU CAN TAKE TO FURTHER PROTECT YOUR INFORMATION

**Review Your Account Statements and Notify Law Enforcement of Suspicious Activity:** As a precautionary measure, we recommend that you remain vigilant and review your account statements and credit reports closely. If you detect any suspicious activity on an account, you should promptly notify the financial institution or company with which the account is maintained. You should also promptly report any fraudulent activity or any suspected incidence of identity theft to proper law enforcement authorities, your state attorney general, and/or the Federal Trade Commission (the "FTC").

**Copy of Credit Report:** You may obtain a free copy of your credit report from each of the three major credit reporting agencies once every 12 months by visiting <http://www.annualcreditreport.com/>, calling toll-free 877-322-8228, or by completing an Annual Credit Report Request Form and mailing it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348. You can also contact one of the following three national credit reporting agencies:

Equifax P.O. Box 105851 Atlanta, GA 30348 1-800-525-6285 <a href="http://www.equifax.com">www.equifax.com</a>	Experian P.O. Box 9532 Allen, TX 75013 1-888-397-3742 <a href="http://www.experian.com">www.experian.com</a>	TransUnion P.O. Box 1000 Chester, PA 19016 1-800-916-8800 <a href="http://www.transunion.com">www.transunion.com</a>	Free Annual Report P.O. Box 105281 Atlanta, GA 30348 1-877-322-8228 <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>
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**Fraud Alert:** You may want to consider placing a fraud alert on your credit report. An initial fraud alert is free and will stay on your credit file for at least 90 days. The alert informs creditors of possible fraudulent activity within your report and requests that the creditor contact you prior to establishing any accounts in your name. To place a fraud alert on your credit report, contact any of the three credit reporting agencies identified above. Additional information is available at <http://www.annualcreditreport.com>.

**Security Freeze:** You have the right to put a security freeze on your credit file. This will prevent new credit from being opened in your name without the use of a PIN number that is issued to you when you initiate the freeze. A security freeze is designed to prevent potential creditors from accessing your credit report without your consent. As a result, using a security freeze may interfere with or delay your ability to obtain credit. You must separately place a security freeze on your credit file with each credit reporting agency. There is no charge to place, lift or remove the security freeze. In order to place a security freeze, you may be required to provide the consumer reporting agency with information that identifies you including your full name, Social Security number, date of birth, current and previous addresses, a copy of your state-issued identification card, and a recent utility bill, bank statement or insurance statement.

**Additional Free Resources:** You can obtain information from the consumer reporting agencies, the FTC or from your respective state Attorney General about fraud alerts, security freezes, and steps you can take toward preventing identity theft. You may report suspected identity theft to local law enforcement, including to the FTC or to the Attorney General in your state. Contact information for the FTC is: Federal Trade Commission, 600 Pennsylvania Ave, NW, Washington, DC 20580, [www.consumer.ftc.gov](http://www.consumer.ftc.gov) or [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), 1-877-438-4338. Residents of New York, Maryland, North Carolina, Rhode Island, and the District of Columbia can obtain more information from their Attorneys General using the contact information below.

New York Attorney General Bureau of Internet and Technology Resources 28 Liberty Street New York, NY 10005 <a href="mailto:ifraud@ag.ny.gov">ifraud@ag.ny.gov</a> 1-212-416-8433	Maryland Attorney General 200 St. Paul Place Baltimore, MD 21202 <a href="http://oag.state.md.us">oag.state.md.us</a> 1-888-743-0023	North Carolina Attorney General 9001 Mail Service Center Raleigh, NC 27699 <a href="http://ncdoj.gov">ncdoj.gov</a> 1-877-566-7226	Rhode Island Attorney General 150 South Main Street Providence, RI, 02903 <a href="http://riag.ri.gov">riag.ri.gov</a> 1-401-274-4400	District of Columbia Attorney General 400 6 <sup>th</sup> Street NW Washington, D.C., 20001 <a href="http://www.oag.dc.gov">http://www.oag.dc.gov</a> 202-727-3400
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You also have certain rights under the Fair Credit Reporting Act (FCRA): These rights include knowing what is in your file; disputing incomplete or inaccurate information; and requiring consumer reporting agencies correct or delete inaccurate, incomplete, or unverifiable information. For more information about the FCRA, please visit <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>.

**Personal Information of a Minor:** You can request that each of the three national credit reporting agencies perform a manual search for a minor's Social Security number to determine if there is an associated credit report. Copies of identifying information for the minor and parent/guardian may be required, including birth or adoption certificate, Social Security card and government issued identification card. If a credit report exists, you should request a copy of the report and immediately report any fraudulent accounts to the credit reporting agency. You can also report any misuse of a minor's information to the FTC at <https://www.identitytheft.gov/>. For more information about Child Identity Theft and instructions for requesting a manual Social Security number search, visit the FTC website: <https://www.consumer.ftc.gov/articles/0040-child-identity-theft>. Contact information for the three national credit reporting agencies may be found above.

## MEDIDAS QUE PUEDE TOMAR PARA PROTEGER AÚN MÁS SU INFORMACIÓN

Revise sus estados de cuenta y notifique actividades sospechosas a las autoridades policiales: Como medida de precaución, le recomendamos que se mantenga alerta y revise atentamente sus estados de cuenta e informes de crédito. Si detecta alguna actividad sospechosa en una cuenta, debe notificar de inmediato a la empresa o institución financiera con la que se mantiene la cuenta. También debe informar de inmediato cualquier actividad fraudulenta o cualquier sospecha de robo de identidad a las autoridades policiales correspondientes, al Fiscal General de su estado y a la Comisión Federal de Comercio ( la "FTC").

Copia del informe crediticioPara obtener una copia gratuita de su informe crediticio por parte de cada una de las tres principales agencias de informes de crédito una vez cada 12 meses, visite <http://www.annualcreditreport.com/>, llame a la línea gratuita 877-322-8228, o complete un Formulario de solicitud de informe crediticio anual y envíelo por correo al Servicio de solicitud de informe crediticio anual, P.O. Box 105281, Atlanta, GA 30348. También puede ponerse en contacto con una de las tres siguientes agencias nacionales de informes de crédito:

Equifax P.O. Box 105851 Atlanta, GA 30348 1-800-525-6285 <a href="http://www.equifax.com">www.equifax.com</a>	Experian P.O. Box 9532 Allen, TX 75013 1-888-397-3742 <a href="http://www.experian.com">www.experian.com</a>	TransUnion P.O. Box 1000 Chester, PA 19016 1-800-916-8800 <a href="http://www.transunion.com">www.transunion.com</a>	Free Annual Report P.O. Box 105281 Atlanta, GA 30348 1-877-322-8228 <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>
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Alerta de fraude: Es posible que considere colocar una alerta de fraude en su informe crediticio. Una alerta de fraude inicial es gratuita y permanecerá en su archivo de crédito durante al menos 90 días. La alerta informa a los acreedores posibles actividades fraudulentas dentro de su informe y solicita que el acreedor se comunice con usted antes de establecer cuentas a su nombre. Para colocar una alerta de fraude en su informe crediticio, comuníquese con cualquiera de las tres agencias de informes de crédito identificadas anteriormente. Puede encontrar información adicional en <http://www.annualcreditreport.com>.

Congelamiento de seguridad: Tiene derecho a aplicar un congelamiento de seguridad en su archivo de crédito. Esto evitará que se abra un crédito nuevo a su nombre sin el uso de un número PIN que se le emite cuando inicia el congelamiento. Un congelamiento de seguridad está diseñado para evitar que potenciales acreedores accedan a su informe crediticio sin su consentimiento. Como resultado, la utilización de un congelamiento de seguridad puede interferir con o demorar su capacidad para obtener crédito. Debe colocar un congelamiento de seguridad en su archivo de crédito por separado con cada agencia de informes de crédito. Colocar, levantar o quitar un congelamiento de seguridad no tienen ningún costo. Para colocar un congelamiento de seguridad, es posible que deba proporcionar a la agencia de informes del consumidor información que lo identifique, incluido su nombre completo, número de seguro social, fecha de nacimiento, direcciones actuales y anteriores, una copia de su tarjeta de identificación emitida por el estado y una factura de servicios públicos, un extracto bancario o un extracto de seguro recientes.

Recursos gratuitos adicionales: Puede obtener información de las agencias de informes del consumidor, la FTC o el Fiscal General de su respectivo estado sobre alertas de fraude, congelamientos de seguridad y medidas que puede tomar para prevenir el robo de identidad. Puede denunciar la sospecha de robo de identidad a las autoridades policiales locales, incluso a la FTC o al Fiscal General de su estado. La información de contacto de la FTC es: Federal Trade Commission (Comisión Federal de Comercio), 600 Pennsylvania Ave, NW, Washington, DC 20580, [www.consumer.ftc.gov](http://www.consumer.ftc.gov) o [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), 1-877-438-4338. Los residentes de Nueva York, Maryland, Carolina del Norte y Rhode Island pueden obtener más información de sus Fiscales Generales a través de la información de contacto a continuación.

New York Attorney General (Fiscal General de Nueva York) Bureau of Internet and Technology Resources 28 Liberty Street Nueva York, NY 10005 <a href="mailto:ifraud@ag.ny.gov">ifraud@ag.ny.gov</a> 1-212-416-8433	Maryland Attorney General (Fiscal General de Maryland) 200 St. Paul Place Baltimore, MD 21202 <a href="http://oag.state.md.us">oag.state.md.us</a> 1-888-743-0023	North Carolina Attorney General (Fiscal General de Carolina del Norte) 9001 Centro de servicio de correo Raleigh, NC 27699 <a href="http://ncdoj.gov">ncdoj.gov</a> 1-877-566-7226	Rhode Island Attorney General (Fiscal General de Rhode Island) 150 South Main Street Providence, RI, 02903 <a href="http://riag.ri.gov">riag.ri.gov</a> 1-401-274-4400	District of Columbia Attorney General (Fiscal General del Distrito de Columbia) 400 6 <sup>th</sup> Street NW Washington, D.C., 20001 <a href="http://www.oag.dc.gov">http://www.oag.dc.gov</a> 202-727-3400
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También tiene otros derechos conforme a la Ley de Informe Imparcial de Crédito (FCRA, por sus siglas en inglés): Estos derechos incluyen el derecho a saber qué hay en su archivo; debatir información incompleta o inexacta; y solicitar a las agencias de informes del consumidor que corrijan o eliminen información inexacta, incompleta o no verificable. Para obtener más información sobre la FCRA, visite <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>.

Información personal de un menor: Puede solicitar que cada una de las tres agencias nacionales de informes de crédito realice una búsqueda manual del número de seguro social de un menor para determinar si existe un informe de crédito asociado. Es posible que se requieran copias de la información de identificación del menor y del padre/tutor, incluido el certificado de nacimiento o adopción, la tarjeta del Seguro Social y la tarjeta de identificación emitida por el gobierno. Si existe un informe de crédito, debe solicitar una copia del informe y comunicar de inmediato cualquier cuenta fraudulenta a la agencia de informes de crédito. También puede denunciar cualquier uso indebido de la información de un menor a la FTC en <https://www.identitytheft.gov/>. Para obtener más información sobre el robo de identidad infantil e instrucciones para solicitar una búsqueda manual de número de seguro social, visite el sitio web de la FTC: <https://www.consumer.ftc.gov/articles/0040-child-identity-theft>. La información de contacto de las tres agencias nacionales de informes de crédito se puede encontrar más arriba.



SAN DIEGO FAMILY CARE  
A California Non-Profit Corporation

C/O IDX

P.O. Box 989728

West Sacramento, CA 95798-9728

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS1>>

<<ADDRESS2>>

<<CITY>>, <<STATE>> <<ZIP>>

May 7, 2021

Subject: Notice of Data Breach

Dear <<FIRST NAME>> <<LAST NAME>>:

I am writing to inform you of a data security incident that may have affected your personal information. At San Diego Family Care ("SDFC"), we take the privacy and security of your personal information very seriously. 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.

**What Happened.** In December 2020, SDFC and its business associate, Health Center Partners of Southern California (HCP), became aware that our information technology hosting provider experienced a data security incident that resulted in the encryption of certain data. The hosting provider took steps to secure and restore its systems and launched an investigation with the assistance of computer forensics experts. At that time, SDFC did not know what, if any, data belonging to SDFC or HCP may have been involved in the incident.

On January 20, 2021, we learned that, based on our hosting provider's investigation into the incident, certain SDFC and HCP data may have been accessed or acquired by an unauthorized individual. We obtained a copy of the impacted data and engaged experts to conduct a thorough review to identify individuals whose information may have been involved in the incident. That review concluded on April 12, 2021, and indicated that your information may have been involved.

Please note that this unauthorized access was limited to systems that stored information about insurance claims, and did not affect any other SDFC information systems, such as our electronic medical record system. We are not aware of the misuse of any personal information that may have been affected by this incident.

**What Information Was Involved.** The affected information may have included your <<Variable 2>>.

**What Are We Doing.** As soon as SDFC learned of the incident, we took the steps described above. We are also working with our hosting provider to ensure that appropriate remediation measures are taken to reduce the likelihood of a similar incident occurring in the future.

**What You Can Do.** We recommend that you review the guidance included with this letter about how to protect your information.

**For More Information.** If you have questions or need assistance, please contact (833) 664-1997, Monday through Friday, 6am – 6pm PT. Our representatives are fully versed on this incident and can answer any questions you may have regarding the protection of your personal information.

We take your trust in us and this matter very seriously. Please accept our sincere apologies for any worry or inconvenience that this may cause you.

Sincerely,

Roberta L. Feinberg, M.S.

Chief Executive Officer

San Diego Family Care

<<Nombre>> <<Apellido>>  
<<Dirección1>>  
<<Dirección2>>  
<<Ciudad>>, <<Estado>> <<Código postal>>

7 de mayo de 2021

Asunto: Aviso de incidente de seguridad de datos

Estimado/a <<Nombre>> <<Apellido>>:

Le escribo para informarle acerca de un incidente de seguridad de datos que puede haber afectado su información personal. En San Diego Family Care ("SDFC"), nos tomamos muy en serio la privacidad y seguridad de su información personal. Nos comunicamos con usted para informarle la existencia de este incidente y las medidas que puede tomar para asegurarse de que su información esté protegida.

Qué ocurrió. En diciembre de 2020, SDFC y su socio comercial, Health Center Partners of Southern California (HCP), tuvieron conocimiento de que nuestro proveedor de hosting de tecnología de la información experimentó un incidente de seguridad de datos que dio como resultado el cifrado de cierta información. El proveedor de hosting tomó medidas para proteger y restaurar sus sistemas e inició una investigación con la ayuda de expertos en informática forense. En ese momento, SDFC no sabía qué datos de SDFC o HCP, en caso de que existiera alguno, podrían haber estado involucrados en el incidente.

El 20 de enero de 2021, nos enteramos de que, según la investigación de nuestro proveedor de hosting sobre el incidente, es posible que una persona no autorizada haya accedido o adquirido ciertos datos de SDFC. Obtuvimos una copia de los datos afectados y contratamos a expertos para realizar una revisión exhaustiva a fin de identificar a las personas cuya información puede haber estado involucrada en el incidente. Dicha revisión concluyó el 12 de abril de 2021 e indicó que su información puede haber estado involucrada.

Tenga en cuenta que este acceso no autorizado se limitó a sistemas que almacenaban información sobre reclamaciones de seguros y no afectó a ningún otro sistema de información de SDFC, como nuestro sistema de registro médico electrónico. No tenemos conocimiento del uso indebido de ninguna información personal que pueda haber sido afectada por este incidente.

Qué información estuvo involucrada. La información afectada incluye nombres de personas, fechas de nacimiento, diagnósticos médicos o información sobre tratamientos, información del seguro médico o números de identificación de clientes. Sin embargo, no todos los elementos de los datos se vieron afectados para cada persona. Puede encontrar información adicional en la página 1 o al llamar al (833) 664-1997.

Medidas que tomamos. Tan pronto como SDFC tuvo conocimiento del incidente, tomamos las medidas descritas anteriormente. También estamos trabajando con nuestro proveedor de hosting para asegurarnos de que se tomen las medidas correctivas adecuadas para reducir la probabilidad de que ocurra un incidente similar en el futuro.

Qué puede hacer usted Le recomendamos que revise la orientación incluida con esta carta sobre cómo proteger su información.

Más información. Si tiene preguntas o necesita ayuda, comuníquese con el (833) 664-1997, de lunes a viernes, de 6 a. m. a 6 p. m., Hora del Pacífico. Nuestros representantes están plenamente informados sobre este incidente y pueden responder cualquier pregunta que pueda tener con respecto a la protección de su información personal.

Nos tomamos muy en serio su confianza y este asunto. Acepte nuestras más sinceras disculpas por cualquier preocupación o inconveniente que esto pueda ocasionarle.

Atentamente.



Roberta L. Feinberg, M.S.  
Directora Ejecutiva  
San Diego Family Care



## STEPS YOU CAN TAKE TO FURTHER PROTECT YOUR INFORMATION

**Review Your Account Statements and Notify Law Enforcement of Suspicious Activity:** As a precautionary measure, we recommend that you remain vigilant and review your account statements and credit reports closely. If you detect any suspicious activity on an account, you should promptly notify the financial institution or company with which the account is maintained. You should also promptly report any fraudulent activity or any suspected incidence of identity theft to proper law enforcement authorities, your state attorney general, and/or the Federal Trade Commission (the "FTC").

**Copy of Credit Report:** You may obtain a free copy of your credit report from each of the three major credit reporting agencies once every 12 months by visiting <http://www.annualcreditreport.com/>, calling toll-free 877-322-8228, or by completing an Annual Credit Report Request Form and mailing it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348. You can also contact one of the following three national credit reporting agencies:

Equifax P.O. Box 105851 Atlanta, GA 30348 1-800-525-6285 <a href="http://www.equifax.com">www.equifax.com</a>	Experian P.O. Box 9532 Allen, TX 75013 1-888-397-3742 <a href="http://www.experian.com">www.experian.com</a>	TransUnion P.O. Box 1000 Chester, PA 19016 1-800-916-8800 <a href="http://www.transunion.com">www.transunion.com</a>	Free Annual Report P.O. Box 105281 Atlanta, GA 30348 1-877-322-8228 <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>
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**Fraud Alert:** You may want to consider placing a fraud alert on your credit report. An initial fraud alert is free and will stay on your credit file for at least 90 days. The alert informs creditors of possible fraudulent activity within your report and requests that the creditor contact you prior to establishing any accounts in your name. To place a fraud alert on your credit report, contact any of the three credit reporting agencies identified above. Additional information is available at <http://www.annualcreditreport.com>.

**Security Freeze:** You have the right to put a security freeze on your credit file. This will prevent new credit from being opened in your name without the use of a PIN number that is issued to you when you initiate the freeze. A security freeze is designed to prevent potential creditors from accessing your credit report without your consent. As a result, using a security freeze may interfere with or delay your ability to obtain credit. You must separately place a security freeze on your credit file with each credit reporting agency. There is no charge to place, lift or remove the security freeze. In order to place a security freeze, you may be required to provide the consumer reporting agency with information that identifies you including your full name, Social Security number, date of birth, current and previous addresses, a copy of your state-issued identification card, and a recent utility bill, bank statement or insurance statement.

**Additional Free Resources:** You can obtain information from the consumer reporting agencies, the FTC or from your respective state Attorney General about fraud alerts, security freezes, and steps you can take toward preventing identity theft. You may report suspected identity theft to local law enforcement, including to the FTC or to the Attorney General in your state. Contact information for the FTC is: Federal Trade Commission, 600 Pennsylvania Ave, NW, Washington, DC 20580, [www.consumer.ftc.gov](http://www.consumer.ftc.gov) or [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), 1-877-438-4338. Residents of New York, Maryland, North Carolina, Rhode Island, and the District of Columbia can obtain more information from their Attorneys General using the contact information below.

New York Attorney General Bureau of Internet and Technology Resources 28 Liberty Street New York, NY 10005 ifraud@ag.ny.gov 1-212-416-8433	Maryland Attorney General 200 St. Paul Place Baltimore, MD 21202 <a href="http://oag.state.md.us">oag.state.md.us</a> 1-888-743-0023	North Carolina Attorney General 9001 Mail Service Center Raleigh, NC 27699 <a href="http://ncdoj.gov">ncdoj.gov</a> 1-877-566-7226	Rhode Island Attorney General 150 South Main Street Providence, RI 02903 <a href="http://riag.ri.gov">riag.ri.gov</a> 1-401-274-4400	District of Columbia Attorney General 400 6 <sup>th</sup> Street NW Washington, D.C., 20001 <a href="http://www.oag.dc.gov">http://www.oag.dc.gov</a> 202-727-3400
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You also have certain rights under the Fair Credit Reporting Act (FCRA): These rights include knowing what is in your file; disputing incomplete or inaccurate information; and requiring consumer reporting agencies correct or delete inaccurate, incomplete, or unverifiable information. For more information about the FCRA, please visit <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>.

**Personal Information of a Minor:** You can request that each of the three national credit reporting agencies perform a manual search for a minor's Social Security number to determine if there is an associated credit report. Copies of identifying information for the minor and parent/guardian may be required, including birth or adoption certificate, Social Security card and government issued identification card. If a credit report exists, you should request a copy of the report and immediately report any fraudulent accounts to the credit reporting agency. You can also report any misuse of a minor's information to the FTC at <https://www.identitytheft.gov/>. For more information about Child Identity Theft and instructions for requesting a manual Social Security number search, visit the FTC website: <https://www.consumer.ftc.gov/articles/0040-child-identity-theft>. Contact information for the three national credit reporting agencies may be found above.

## MEDIDAS QUE PUEDE TOMAR PARA PROTEGER AÚN MÁS SU INFORMACIÓN

Revise sus estados de cuenta y notifique actividades sospechosas a las autoridades policiales: Como medida de precaución, le recomendamos que se mantenga alerta y revise atentamente sus estados de cuenta e informes de crédito. Si detecta alguna actividad sospechosa en una cuenta, debe notificar de inmediato a la empresa o institución financiera con la que se mantiene la cuenta. También debe informar de inmediato cualquier actividad fraudulenta o cualquier sospecha de robo de identidad a las autoridades policiales correspondientes, al Fiscal General de su estado y a la Comisión Federal de Comercio ( la "FTC").

Copia del informe crediticioPara obtener una copia gratuita de su informe crediticio por parte de cada una de las tres principales agencias de informes de crédito una vez cada 12 meses, visite <http://www.annualcreditreport.com/>, llame a la línea gratuita 877-322-8228, o complete un Formulario de solicitud de informe crediticio anual y envíelo por correo al Servicio de solicitud de informe crediticio anual, P.O. Box 105281, Atlanta, GA 30348. También puede ponerse en contacto con una de las tres siguientes agencias nacionales de informes de crédito:

Equifax  
P.O. Box 105851  
Atlanta, GA 30348  
1-800-525-6285  
[www.equifax.com](http://www.equifax.com)

Experian  
P.O. Box 9532  
Allen, TX 75013  
1-888-397-3742  
[www.experian.com](http://www.experian.com)

TransUnion  
P.O. Box 1000  
Chester, PA 19016  
1-800-916-8800  
[www.transunion.com](http://www.transunion.com)

Free Annual Report  
P.O. Box 105281  
Atlanta, GA 30348  
1-877-322-8228  
[www.annualcreditreport.com](http://www.annualcreditreport.com)

Alerta de fraude: Es posible que considere colocar una alerta de fraude en su informe crediticio. Una alerta de fraude inicial es gratuita y permanecerá en su archivo de crédito durante al menos 90 días. La alerta informa a los acreedores posibles actividades fraudulentas dentro de su informe y solicita que el acreedor se comuniquen con usted antes de establecer cuentas a su nombre. Para colocar una alerta de fraude en su informe crediticio, comuníquese con cualquiera de las tres agencias de informes de crédito identificadas anteriormente. Puede encontrar información adicional en <http://www.annualcreditreport.com>.

Congelamiento de seguridad: Tiene derecho a aplicar un congelamiento de seguridad en su archivo de crédito. Esto evitará que se abra un crédito nuevo a su nombre sin el uso de un número PIN que se le emite cuando inicia el congelamiento. Un congelamiento de seguridad está diseñado para evitar que potenciales acreedores accedan a su informe crediticio sin su consentimiento. Como resultado, la utilización de un congelamiento de seguridad puede interferir con o demorar su capacidad para obtener crédito. Debe colocar un congelamiento de seguridad en su archivo de crédito por separado con cada agencia de informes de crédito. Colocar, levantar o quitar un congelamiento de seguridad no tienen ningún costo. Para colocar un congelamiento de seguridad, es posible que deba proporcionar a la agencia de informes del consumidor información que lo identifique, incluido su nombre completo, número de seguro social, fecha de nacimiento, direcciones actuales y anteriores, una copia de su tarjeta de identificación emitida por el estado y una factura de servicios públicos, un extracto bancario o un extracto de seguro recientes.

Recursos gratuitos adicionales: Puede obtener información de las agencias de informes del consumidor, la FTC o el Fiscal General de su respectivo estado sobre alertas de fraude, congelamientos de seguridad y medidas que puede tomar para prevenir el robo de identidad. Puede denunciar la sospecha de robo de identidad a las autoridades policiales locales, incluso a la FTC o al Fiscal General de su estado. La información de contacto de la FTC es: Federal Trade Commission (Comisión Federal de Comercio), 600 Pennsylvania Ave, NW, Washington, DC 20580, [www.consumer.ftc.gov](http://www.consumer.ftc.gov) o [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), 1-877-438-4338. Los residentes de Nueva York, Maryland, Carolina del Norte y Rhode Island pueden obtener más información de sus Fiscales Generales a través de la información de contacto a continuación.

New York Attorney  
General (Fiscal General de  
Nueva York)  
Bureau of Internet and  
Technology Resources  
28 Liberty Street  
Nueva York, NY 10005  
[ifraud@ag.ny.gov](mailto:ifraud@ag.ny.gov)  
1-212-416-8433

Maryland Attorney  
General (Fiscal  
General de Maryland)  
200 St. Paul Place  
Baltimore, MD 21202  
[oag.state.md.us](http://oag.state.md.us)  
1-888-743-0023

North Carolina Attorney  
General (Fiscal General  
de Carolina del Norte)  
9001 Centro de servicio de  
correo  
Raleigh, NC 27699  
[ncdoj.gov](http://ncdoj.gov)  
1-877-566-7226

Rhode Island  
Attorney General  
(Fiscal General de  
Rhode Island)  
150 South Main Street  
Providence, RI, 02903  
[riag.ri.gov](http://riag.ri.gov)  
1-401-274-4400

District of Columbia  
Attorney General (Fiscal  
General del Distrito de  
Columbia)  
400 6<sup>th</sup> Street NW  
Washington, D.C., 20001  
<http://www.oag.dc.gov>  
202-727-3400

También tiene otros derechos conforme a la Ley de Informe Imparcial de Crédito (FCRA, por sus siglas en inglés): Estos derechos incluyen el derecho a saber qué hay en su archivo; debatir información incompleta o inexacta; y solicitar a las agencias de informes del consumidor que corrijan o eliminen información inexacta, incompleta o no verificable. Para obtener más información sobre la FCRA, visite <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>.

Información personal de un menor: Puede solicitar que cada una de las tres agencias nacionales de informes de crédito realice una búsqueda manual del número de seguro social de un menor para determinar si existe un informe de crédito asociado. Es posible que se requieran copias de la información de identificación del menor y del padre/tutor, incluido el certificado de nacimiento o adopción, la tarjeta del Seguro Social y la tarjeta de identificación emitida por el gobierno. Si existe un informe de crédito, debe solicitar una copia del informe y comunicar de inmediato cualquier cuenta fraudulenta a la agencia de informes de crédito. También puede denunciar cualquier uso indebido de la información de un menor a la FTC en <https://www.identitytheft.gov/>. Para obtener más información sobre el robo de identidad infantil e instrucciones para solicitar una búsqueda manual de número de seguro social, visite el sitio web de la FTC: <https://www.consumer.ftc.gov/articles/0040-child-identity-theft>. La información de contacto de las tres agencias nacionales de informes de crédito se puede encontrar más arriba.