

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

Shane Young v. Good Samaritan Hospital, Case No. 20STCV30421

The Los Angeles County Superior Court authorized this notice.

This is not a solicitation from a lawyer.

ATTENTION:

IF YOU RECEIVED NOTICE FROM GOOD SAMARITAN HOSPITAL ABOUT A DATA SECURITY INCIDENT THAT OCCURRED BETWEEN OCTOBER 28 AND NOVEMBER 8, 2019 OR ARE RECEIVING THIS NOTICE YOU MAY BE ENTITLED TO BENEFITS FROM A PROPOSED CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

YOUR RIGHTS ARE AFFECTED WHETHER OR NOT YOU ACT.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING	
SUBMIT A CLAIM FORM on or before July 18, 2023	You must submit a claim form to get (i) two years of Identity Monitoring Services from Experian, including identity theft insurance of up to \$1,000,000 and fraud resolution services for each claimant; and (ii) compensation up to \$1,500 for documented ordinary losses and up to \$5,000 for documented extraordinary losses.
EXCLUDE YOURSELF on or before July 18, 2023	GET NO BENEFITS. The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action is to submit a valid Request for Exclusion to the Settlement Administrator postmarked no later than July 18, 2023. If you submit a timely Request for Exclusion, you will not receive any benefits offered in this Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement Agreement.
OBJECT on or before July 18, 2023	You can remain in the Class and file an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.
DO NOTHING	If you do nothing you will not receive any compensation for losses or two years of Identity Monitoring Services from Experian. If you do nothing, you will also remain in the Settlement Class, and benefit from the security commitments only, and forfeit your right to sue or bring any claim against Good Samaritan Hospital related to the data security incident.

For More Information Visit www.GoodSamaritanSettlement.com or Call 1-888-440-1264

1. WHY DID I RECEIVE THIS NOTICE?

You received this Notice because Good Samaritan Hospital's records show you were mailed a Notice of Data Security Incident letter stating your information may have been contained in an email account that was accessible to an unknown, unauthorized third party as a result of the data security incident that occurred between October 28 and November 8, 2019 (the "Incident"). This notice explains the Action, the Settlement, and your legal rights.

The Action is known as *Young v. Good Samaritan Hospital*, Case No. 20STCV30421, and is pending in the Superior Court of the State of California for the County of Los Angeles (the "Action"). Shane Young is the "Plaintiff" (or "Class Representative") and the company he sued, Good Samaritan Hospital ("Good Samaritan" is the "Defendant.")

A proposed class action settlement ("the Settlement") has been reached between Plaintiff, on behalf of himself and the below-defined Class Members, and Defendant. The Court has preliminarily approved the proposed class action Settlement. A hearing to determine whether the Settlement should receive the Court's final approval will be held on September 5, 2023 at 1:30 p.m. in Department 10 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012.

2. PURPOSE OF THIS NOTICE

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

3. WHAT IS A CLASS ACTION?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the "Class" or "Class Members." In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves or "opt-out" from the Class. The Court has not made any ruling on the merits of this case. The attorneys for the Class Representative and Good Samaritan have agreed to settle the lawsuit, subject to the Court's approval.

4. DESCRIPTION OF THE ACTION

The Plaintiff filed a complaint against Good Samaritan alleging Good Samaritan acted unlawfully by failing to prevent the Incident. Plaintiff claims Good Samaritan failed to fulfill its legal duty to adequately secure and safeguard the confidential and sensitive information belonging to Plaintiff and Class Members—including their first and last name, in combination with their date of birth, Social Security number, driver's license number, passport number, tax identification number, financial account number, treatment/diagnosis, health insurance information, billing information, doctor's name, medical record number, medical history, prescription information, Medicare/Medicaid ID and/or patient account number—and that Good Samaritan breached promises made to Plaintiff and Class Members concerning the security of their information.

The Action alleges causes of action for (1) violations of the California Confidentiality of Medical Information Act ("CMIA"); (2) negligence; and (3) unlawful and/or unfair business practices under California Business and Professions Code section 17200, *et seq.*

Good Samaritan denies all of Plaintiff's allegations and any wrongdoing, and asserts it complied with all applicable laws. The Court has made no ruling on the merits of the Plaintiff's claims or the defenses asserted by Defendant. The Court approved this notice and preliminarily approved the proposed Settlement.

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the proposed Settlement. The complete terms of the proposed Settlement are stated in the Settlement Agreement ("Settlement Agreement"), a copy of which is filed with the Court and is available on the Settlement Website: www.GoodSamaritanSettlement.com. If you have any questions about the Settlement, you may contact Class Counsel or the Settlement Administrator. Subject to Court approval, the Settlement provides the following:

(a) Benefits to Settlement Class Members: Defendant has agreed to make improvements to its data security practices, valued at the time of Settlement at \$459,921.51; and offer two years of Identity Monitoring Services from Experian, and compensate Settlement Class Members up to \$1,500 for documented ordinary losses and up to \$5,000 for documented extraordinary losses, as discussed in further detail in Section 9.

(b) Attorneys' Fees and Costs: Class Counsel have worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the Settlement, Class Counsel may request an amount not to exceed \$375,000 to compensate them for their work on the case and their reasonable litigation expenses incurred. Subject to Court approval, the attorneys' fees and costs will be paid by Defendant, separate and apart from the benefits provided to the Settlement Class Members.

(c) Service Enhancement Award: Plaintiff is requesting a service enhancement award of \$2,000, in addition to the benefits he and other Class Members are eligible to receive as Settlement Class Members to compensate him for undergoing the burden and expense of prosecuting the action. Subject to Court approval, the service enhancement award will be paid by Defendant, separate and apart from the benefits provided to the Settlement Class Members.

(d) Settlement Administration Costs: All costs for this notice and settlement administration, including any administration costs related to resolving any disputed claims, will be paid directly by Defendant to the Settlement Administrator, CPT Group Inc., separate and apart from the benefits provided to the Settlement Class Members.

6. WHY IS THERE A SETTLEMENT?

After conducting substantial discovery and investigation of the facts and legal issues in this Action, both sides agreed to settle this Action to avoid the additional cost and risk of trial and appellate proceedings. This way, both sides avoid the cost and burden of a trial, and the people affected can get benefits. The Plaintiff and his attorneys believe the Settlement is in the best interest of all Class Members. The Court still must decide whether to grant final approval of the Settlement. Compensation for losses to those who are eligible and submit claim forms will be provided only if the Court grants final approval of the Settlement.

7. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

If you received this Notice, Good Samaritan's records indicate you are included in the Settlement Class. More specifically, the Settlement Class includes all persons residing in the State of California who were previously mailed the Notice of Data Security Incident letter in June and July 2020. If you are not sure whether you are included, call 1-888-440-1264.

8. WHAT DOES THE SETTLEMENT PROVIDE?

If the Court grants final approval, Good Samaritan will provide the following benefits to the Settlement Class Members:

- **Identity Monitoring:** Settlement Class Members will receive an offer to enroll in two years of Identity Monitoring Services from Experian, including identity theft insurance of up to \$1,000,000 and fraud resolution services for each claimant. The identity monitoring service will be provided for a period of two years from the Effective Date of the Settlement. Settlement Class Members must submit a Claim Form in order to enroll and receive this benefit.
- **Cash Payments:** The Settlement will also provide cash payments to Settlement Class Members who submit valid claims for reimbursement of expenses resulting from the Incident.
- **Remedial Measures:** Good Samaritan agrees to make specific improvements to its data security practices as set forth in the SECURITY COMMITMENTS section of the Settlement Agreement. These ongoing remedial measures were valued at \$459,921.51 at the time of Settlement, and ongoing efforts will continue to increase the value of the remedial measures. These remedial measures, if not already accomplished, are to be accomplished within no more than ninety (90) days following the Effective Date and maintained for at least three years and Good Samaritan can continually upgrade its systems or programs that provide increased security protection during this period.

9. HOW CAN I RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND?

If you are an eligible Settlement Class Member wishing to receive a cash payment from the Settlement Fund—and you do not exclude yourself from the Settlement—then you must submit a valid claim by July 18, 2023. Settlement Class Members are eligible to receive cash reimbursement for the following categories of expenses:

- **Claim A: Reimbursement for Ordinary Expenses:** Settlement Class Members may file a claim—with supporting documentation—to receive cash payments of up to \$1,500 per person for ordinary expenses incurred in responding to the Incident. The Settlement Class Member must provide documentation to the Claims Administrator establishing the out-of-pocket expenses and charges claimed were both actually incurred and are reasonably traceable to the Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim. Ordinary Expenses include, but are not limited to:
 - unreimbursed bank fees, card reissuance fees, overdraft fees, charges related to the unavailability of funds, late fees, over-limit fees, charges from banks or credit card companies,
 - interest on payday loans due to a card cancellation or over-limit situation,
 - mileage expended to address issues related to the Incident,
 - long distance phone charges,
 - cellphone charges for calls (if charged by the minute), data (if based on data usage), and/or text messages (if charged by the message),
 - costs associated with freezing or unfreezing credit with any credit reporting agency,
 - fees for credit reports between the date of the Incident and the Response Deadline
 - the cost of purchasing credit monitoring or other identity theft insurance products purchased between October 28, 2019 and the date of preliminary approval of the Settlement, and
 - miscellaneous expenses, such as postage or gasoline for local travel.

- **Claim B: Reimbursement for Extraordinary Expenses:** Settlement Class Members may file a claim—with supporting documentation—to receive cash payments of up to \$5,000 per person for extraordinary expenses incurred responding to Incident. Extraordinary losses are losses associated with identity theft, medical fraud, tax fraud, other forms of fraud, and other actual misuse of personal information, provided that:
 - the loss is an actual documented and unreimbursed monetary loss;
 - the loss was reasonably traceable to the Incident;
 - the loss is not already covered by one or more of the ordinary loss compensation categories under Claim A;
 - reasonable efforts were made to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and
 - the loss occurred between the date of the Incident and July 18, 2023.

Additional details are provided in the Settlement Agreement, which is available at www.GoodSamaritanSettlement.com. Completed Claim Forms must be mailed or submitted online to the Settlement Administrator at addresses on the Claim Form. Completed Claim Forms must be postmarked or electronically submitted by July 18, 2023. Claims Forms submitted after this date will not be paid. Upon receipt, the Settlement Administrator will review the Claim Forms to make ensure the claimants are Settlement Class Members and that the claims are valid and complete.

10. WHEN AND HOW WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?

The Settlement Administrator will mail settlement checks to class members after the Settlement is finally approved by the Court. You will have 180 days after the check is issued to cash it. The Settlement Administrator will make reasonable efforts to contact you if the check is uncashed after 180 days, and will reissue the check that will be valid for 60 days. If the reissued check is uncashed, the funds will be sent to The Electronic Privacy Information Center (“EPIC”) as the cy pres recipient. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

11. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described in Section 13), you will release Good Samaritan and its former, present, and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, attorneys, managers, employees, partners, shareholders, joint venturers, successors, and assigns from all causes of action and factual or legal theories regarding the Incident alleged in the Complaint or arising from the facts alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Claims and damages not alleged in the Complaint (or any subsequent operative Complaint) and that do not arise from the facts alleged in the Complaint are specifically excluded from the release. The claims you will be releasing by participating in the Settlement include claims for: (1) violations of the CMIA; (2) negligence; and (3) unlawful or unfair business practices under California Business and Professions Code section 17200, *et seq.* relating to the Incident as alleged in the Complaint.

Released Claims specifically excludes any potential claims arising from any action or conduct outside the scope of the Incident.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the following attorneys as Class Counsel to represent the Class in the Settlement:

Gayle M. Blatt Casey Gerry Schenk Francavilla Blatt & Penfield LLP 110 Laurel St. San Diego, CA 92101 619-238-1811 gmb@cglaw.com	Joshua B. Swigart Swigart Law Group, APC 2221 Camino del Rio S., Ste. 308 San Diego, CA 92108 866-219-3343 josh@swigartlawgroup.com
---	--

13. YOUR OPTIONS

As a Class Member, you have three options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the Settlement Class. You will also be bound by the release of claims set forth in Section 11 above. **However, you must submit a Claim Form postmarked by July 18, 2023 if you want a cash payment to reimburse you for expenses and/or two years of free identity theft protection. You must submit supporting documentation for compensation for Ordinary and Extraordinary Losses.**

(b) You Can Exclude Yourself (opt-out) from the Settlement Class.

If you do not want to remain a member of the Settlement Class—and GET NO REIMBURSEMENT OR IDENTITY THEFT PROTECTION from the proposed Settlement—you can request exclusion (i.e., opt-out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 18. The deadline to postmark a Request for Exclusion is July 18, 2023. A Request for Exclusion is a written statement that unambiguously requests exclusion from the Settlement. The Request for Exclusion must include your name (for identification purposes), any former names if applicable, your current address, and your telephone number. You must include the case name and number as well—*Young v. Good Samaritan Hospital*, Case No. 20STCV30421.

You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion for your records. Requests for Exclusion that do not include all required information, or that are not postmarked on or before July 18, 2023, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the Settlement or the release of claims in Section 11 above; and you will not be eligible for the two years of identity theft protection or reimbursement for your expenses. You will also be barred from objecting to this Settlement. By opting-out of the Settlement, you will retain whatever rights or claims you may have against Defendant.

(c) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the Settlement, you may object to the Settlement in writing by sending your written objections to the Settlement Administrator at the address specified in Section 18. The deadline to postmark your written objections is July 18, 2023. You may submit a written objection or object to the Settlement by appearing at the Final Approval Hearing at your own expense.

Any written objection should include your name, the case name and number, and state the reasons why you believe the Court should find the proposed Settlement is not in the best interests of the Settlement Class and the reasons why the Settlement should not be approved.

If you object to the Settlement, and if the Court approves the Settlement notwithstanding your objections, you will be bound by the terms of the Settlement and be deemed to have released all of the Released Claims as set forth in Section 11, and you will not be permitted to file a Request for Exclusion.

14. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, Plaintiff's service enhancement, Class Counsel's request for attorneys' fees and litigation expenses, and other issues will be held on September 5, 2023, at 1:30 p.m., in:

Superior Court of California—County of Los Angeles
Department 10
312 N. Spring Street
Los Angeles, CA 90012

Any Class Member may attend the hearing. The Final Approval Hearing may be continued to another date without further notice.

If you plan to attend the Final Approval Hearing: Check the Settlement Website at www.GoodSamaritanSettlement.com or contact the Settlement Administrator to confirm the date and time.

15. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

If you send a written objection, your objection will be considered by the Court and you do not have to come to Court to talk about it. If you did not submit a written objection, but still want to object to the Settlement, you must appear at the hearing in order to present your objection. You may also hire a lawyer to attend and represent you, but it is not required. Class Counsel will not represent you in connection with any objection.

16. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Settlement Class Member and do nothing after receiving this Notice, you will be legally bound by the Settlement and you will be bound by the release of Released Claims against the Released Parties, as described in Section 11 of this Notice.

17. COURTHOUSE COVID-19 / SOCIAL DISTANCING INFORMATION

Currently, the Los Angeles County courthouses and courtrooms strongly recommend wearing face masks inside the courthouse. Please check the Court's website at <https://www.lacourt.org/> for any changes to the Court's COVID-19 protocols.

18. ADDITIONAL INFORMATION

This Notice only summarizes the lawsuit and Settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also contact Class Counsel at the address and telephone number provided in Section 12 above. Additionally, you may review the Settlement Agreement and other documents on the Settlement Website or contact the Settlement Administrator as follows:

Young v. Good Samaritan Hospital

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Telephone: 1-888-440-1264

Facsimile: 949-419-3446

Email: GoodSamaritanSettlement@cptgroup.com

Website: www.GoodSamaritanSettlement.com

IMPORTANT: If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.