

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SISKIYOU
Jane Doe, et al. v. Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center, Case No. CVCV21-49
NOTICE OF CLASS ACTION SETTLEMENT

The Court has authorized this Notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether or not you act. Please read this notice carefully.

- A settlement has been proposed to resolve a class action lawsuit against Fairchild Medical Center (“FMC”), which alleged that the personal and medical information of more than 39,000 patients contained on an FMC computer server was subject to unauthorized access or viewing, and which was reported on or about November 25, 2020 (the “Data Security Incident”).
- The lawsuit alleges that Fairchild Medical Center is legally responsible for the Data Security Incident and asserts claims for violation of the California Confidential Medical Information Act, as well as claims for injunctive relief. Fairchild Medical Center denies these allegations and claims it did not do anything wrong.
- All Settlement Class Members will receive access to three years of identity theft protection. In addition, Fairchild Medical Center agreed to certain non-monetary relief related to data security.
- A Settlement Class Member who timely submits a valid claim form will also receive a pro-rata portion of the funds remaining in the Settlement Fund after payment of attorneys’ fees, costs, expenses, and other amounts approved or ordered by the Court.

SUBMIT A CLAIM FORM BY MARCH 5, 2022	If eligible, you will receive a cash payment. If you do not submit a claim form, you will receive access to three years of identity theft protection.
EXCLUDE YOURSELF BY MARCH 5, 2022	If you ask to be excluded, you will not receive three years of identity theft protection or a cash payment, but you may be able to file your own lawsuit against FMC for the same claims. This is the only option that leaves you the right to file your own lawsuit against FMC for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement.
OBJECT BY MARCH 5, 2022	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.
DO NOTHING	If you do nothing, you will receive access to three years of identity theft protection, but you will not receive any cash payment. If you do nothing, you will also remain in the Settlement Class and forfeit your right to sue or bring any claim against Fairchild Medical Center related to the Data Breach.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Identity theft protection and cash payments will be provided only if the Court grants final approval of the Settlement. Please be patient.

1. *Why Did I Receive This Notice?*

You received this Notice because Fairchild Medical Center’s records show that you were mailed a Notice Letter sent on behalf of FMC,, dated November 25, 2020 (the “Notification Letter”), stating that your sensitive and private personal and medical information was on a picture archiving and communications system (PACS) server that may have been accessed by unauthorized individuals from December 16, 2015 to July 31, 2020, and on December 30, 2021, the Court granted preliminary approval of the Settlement, approving this Notice.

You are being provided this Notice because you have a right to know about a proposed settlement 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.

2. *What Is A Class Action?*

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the “Class” or “Class Members.” In a class action, one court resolves the issues for all Class Members, except for those who 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 Representatives and Fairchild Medical Center have agreed to settle the lawsuit, subject to the approval of the Court.

3. *What Is This Class Action About?*

The Class Representatives filed a complaint against Fairchild Medical Center. The complaint alleges that from December 16, 2015 to July 31, 2020, unauthorized individuals could have accessed the PACS server, which contained sensitive personal and medical information about Fairchild Medical Center patients. Based upon Class Representatives’ investigations, Fairchild Medical Center’s investigations, and discovery conducted during this litigation, the Class Representatives contend that Fairchild Medical Center was alerted to the vulnerability of its network servers, only to recognize that its patient information was no longer properly kept private. It was determined that due to a misconfiguration of the PACS server, the private medical information of approximately 39,700 putative Class members was subject to unauthorized access or viewing. Class Representatives further allege that FMC failed to fulfill its legal duty to adequately secure and safeguard the medical information of the Class Representatives and Class Members and that Fairchild Medical Center breached promises made to the Class Representatives and Class Members concerning the security of their medical information.

In their complaint, Class Representatives assert claims for violations of the California Confidential Medical Information Act, Civil Code §§ 56 *et seq.*, the Unfair Competition Law, Business & Professions Code § 17200, *et seq.*, and the California Consumer Records Act, Cal. Civ. Code § 1798.82, as well as claims for injunctive relief.

Fairchild Medical Center denies the allegations asserted by the Class Representatives in the Action and contends that Fairchild Medical Center was and is in compliance with applicable state law. The Court has not made any ruling on the merits of this case. The attorneys for the Class Representatives and Fairchild Medical Center have agreed to settle the Action, subject to the approval of the Court.

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

If you received this Notice by mail, FMC’s records indicate that you are included in the Settlement Class. More specifically, the Settlement Class includes all persons who were previously mailed the November 25, 2020 “Notification Letter. If you are not sure whether you are included, call (888) 250-6810.

5. *Why Is There A Settlement?*

The Court did not decide in favor of Class Representatives or Fairchild Medical Center. Instead, both sides agreed to settle this case to avoid the additional cost and risk of trial and appellate proceedings. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the Settlement is in the best interests of the Class Members. The Court still has to decide whether to grant final approval of the Settlement. Identity theft protection and cash payments will be provided only if the Court grants final approval of the Settlement.

6. *What Does the Settlement Provide?*

If the Court grants final approval, the Fairchild Medical Center will provide the following Settlement benefits to the Class Members, including:

- **Identity Theft Protection:** Three (3) years of Identity Theft Protection Package, including identity theft insurance of up to \$1 million, which is valued by Class Counsel at \$28,569,708.
- **Cash Payment:** For those who submit a valid and timely claim form, a pro-rata cash distribution of the funds remaining in the Settlement Fund after payment of attorneys' fees, costs, expenses, and other amounts approved or ordered by the Court.
- **Remedial Measures:** Additional data security measures to be taken by Fairchild Medical Center, including cybersecurity infrastructure, security trainings, and privacy and security risk assessments, valued by Fairchild Medical Center at approximately \$145,000, implemented by Fairchild Medical Center as a result of this action.

In summary, the Settlement is estimated to confer a **total settlement value of approximately \$30 million** to the Class Members as a whole.

7. *How Can I Receive the Identity Theft Protection Package and What Does the Identity Theft Protection Package Provide?*

All eligible Settlement Class Members who do not exclude themselves shall automatically receive free of charge three (3) years of Identity Theft Protection Package from Experian. The retail price for an individual of the Identity Theft Protection Package for three years is approximately \$719.64. Class Counsel estimates and Fairchild Medical Center does not dispute that, if fully utilized, the value of this benefit to the Class is estimated to be \$28,569,708. If the Settlement receives final approval by the Court, at the expiration of any applicable appeals periods, all eligible Settlement Class Members who do not exclude themselves from the Settlement will be sent (via U.S. mail or via email if requested by you) a code to allow them to activate their Identity Theft Protection Package subscription.

If you are an eligible Settlement Class Member and you do not exclude yourself from the Settlement, you do not need to do anything to receive the Identity Theft Protection Package subscription benefit. The Identity Theft Protection Package to be automatically provided to all Final Settlement Class members after final approval and expiration of all appeals periods is comparable to Experian IdentityWorksSM Premium product which is available to the public directly through Experian and includes Social Security Number Trace (For minor Final Settlement Class members, alerts of all names, aliases and addresses that become associated with a minor's Social Security Number (SSN) on the Experian credit report); Internet Surveillance (Technology searches the web, chat rooms & bulletin boards 24/7 to identify trading or selling of personal information on the Dark Web); Credit Monitoring (For adult Final Settlement Class members, actively monitors Experian files for indicators of fraud); Identity Restoration (Identity Restoration specialists are immediately available to help address credit and non-credit related fraud); Experian IdentityWorks ExtendCARE (Identity Restoration support even after the Experian IdentityWorks membership has expired); and Up to \$1 Million Identity Theft Insurance (Provides coverage for certain costs and unauthorized electronic fund transfers).

8. *How Can I Receive a Pro-rata Cash Payment from the Settlement Fund and How Will Pro-Rata Cash Payments Be Calculated?*

If you are an eligible Settlement Class Member and you do not exclude yourself from the Settlement, and you wish to receive a pro-rata cash payment from the Settlement Fund, you must submit a valid claim by March 5, 2022. To receive a pro-rata cash payment, you must complete and mail a Claim Form postmarked no later than March 5, 2022 to Settlement Administrator, c/o ILYM Group, INC., P.O. Box 2031, Tustin, CA 92781. A Claim Form may also be electronically completed and submitted online at www.FMCprivacyclassaction.com by March 5, 2022. Claim Forms postmarked or electronically submitted after March 5, 2022 will not be paid.

The Settlement Administrator will calculate the pro-rata cash payment or “Settlement Share” by (i) taking the Settlement Fund of \$1,150,000; (ii) subtracting the amounts to be paid for cost of the Identity Theft Protection Package; and settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Class Counsels’ Fees and Expenses and Class Representatives’ Incentive Awards, as approved by the Court (= Z); and (iii) dividing the sum of such number by the number of Settlement Class Members who do not opt out of the Settlement and who submit a timely and valid Claim Form by March 5, 2022 (= X) as represented in the following formula:

$$\text{Settlement Share} = \frac{\text{Settlement Fund} - Z}{X}$$

Based on past claims rates in similar cases, if the Court approves the amounts to be requested for the cost of the Identity Theft Protection Package, and settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Class Counsels’ Fees and Expenses and Class Representatives’ Incentive Awards, a Settlement Share check is estimated to be fifty dollars (\$50.00), although the actual Settlement Share check may be higher or lower depending on the final number of timely and valid Claim Forms received.

9. *When and How Will I Receive a Payment from the Settlement?*

If the Settlement is granted final approval by the Court and if you have timely submitted a valid claim by the March 5, 2022 deadline, you will be sent a Settlement Share check via U.S. mail. If the Court approves the settlement, payments are anticipated to be sent out approximately three (3) months after the final approval hearing on March 24, 2022, or in June 2022 or after the expiration of all appeals deadlines. You may visit www.FMCprivacyclassaction.com or otherwise contact the Settlement Administrator at any time for an update on the status of the Action or the Settlement.

10. *What Are the Additional Remedial Measures Being Implemented by Fairchild Medical Center?*

As a result of this Action, Fairchild Medical Center has and will be implementing various security-related remedial measures. Together with the data security measures FMC had employed prior to the alleged confidentiality breach, which FMC contends were adequate, reasonable and legally compliant, FMC has provided or will provide the following additional remedial measures:

- Efforts by FMC’s IT Department, key IT Staff, and third-party forensic specialists to ensure remediation of servers determined to be affected by the Data Security Incident;
- Purchase of additional servers and storage space;
- Completion of a Penetration Test to ensure the security of the FMC network; and
- Purchase and installation of additional endpoint protection software to protect against unauthorized access to the FMC network.

11. *What Am I Giving Up As Part Of The Settlement By Staying In The Class?*

If the Settlement is granted final approval by the Court, members of the Settlement Class will be releasing Fairchild Medical Center and Released Parties, as defined in Paragraph Y of Section II and as further described in Section X of the Settlement Agreement, from any and all claims or causes of action alleged in the Action or which could have been alleged based on the legal theories, legal authorities, or facts asserted regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including all claims under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56, *et seq.*, Business & Professions Code §§ 17200, *et seq.*, and the California Consumer Records Act, Cal. Civ. Code § 1798.82, as well as any and all claims, causes of action, damages, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect, whether under federal law or the law of any state, local law and/or regulation, which the Plaintiffs or any Class Member has against Defendant or any of the Released Parties for any acts that were pled or could have been pled in the Action based on the facts, subject matter, or the factual or legal allegations in the Consolidated Amended Class Action Complaint (“Released Claims”). For

avoidance of doubt, the Action and the Released Claims do not include any general negligence or professional medical negligence claims of any Class Members. This means that if you fail to exclude yourself from (i.e., “opt out” of) the Settlement, you will no longer be able to file a lawsuit against Fairchild Medical Center or the Released Parties for the same claims brought in this case or that could have been brought in the lawsuit. The Settlement Agreement is available at www.FMCprivacyclassaction.com.

12. How Do I Exclude Myself From The Class?

You have the right to exclude yourself from (i.e., “opt out” of) the Settlement. If you exclude yourself, you will be giving up the right to receive an Identity Theft Protection Package subscription, the right to seek a pro-rata cash payment and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Settlement, you must mail your request to the Settlement Administrator at the address listed below. To be valid, a request for exclusion must include your name, address, and signature and must specifically state that you wish to be excluded from the Settlement in the case entitled *Jane Doe, et al. v. Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center*, Case No. CVCV21-49. To be timely, you must mail a request for exclusion postmarked no later than March 5, 2022 to *Jane Doe, et al. v. Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center*, Case No. CVCV21-49, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781

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

13. If I Do Not Exclude Myself From the Class, Can I File A Lawsuit Against Defendant For The Same Thing Later?

No. If you do not exclude yourself, you give up any right to bring your own individual lawsuit against Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center with regard to the claims brought in this case or that could have been brought in this case. If you have a pending lawsuit against Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center, speak to your lawyer in that case immediately to see if this Notice will affect your other case. Remember, the exclusion deadline is March 5, 2022.

14. If I Exclude Myself From The Class, Can I Get Money From This Settlement?

No. If you exclude yourself, you will not receive any money or other benefits from this lawsuit if the Settlement is approved by the Court. But, by excluding yourself, you may file a separate lawsuit against FMC regarding these same claims at your own expense.

15. Do I Have A Lawyer In This Case?

The Court appointed Mark D. Potter and James M. Treglio of Potter & Handy, LLP and Patrick N. Keegan of Keegan & Baker LLP as Class Counsel to represent you and the other Settlement Class Members. Together, these lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. For more information, please contact [name address and telephone number of a designate member of Class Counsel].

16. How Will The Lawyers Be Paid?

At the final approval hearing, Class Counsel will ask the Siskiyou Superior Court to approve payment to them from the Settlement Fund for their reasonable attorneys’ fees and litigation costs from the Settlement Fund in an amount not to exceed six hundred and sixty thousand dollars (\$660,000.00), which is less than two and one-third percent (2 $\frac{1}{3}$ %) of value of the Identity Theft Protection Package subscription (\$28,569,708). The award of reasonable attorneys’ fees and litigation costs would compensate Class Counsel for work that they reasonably have performed and costs they reasonably have incurred in this action, including engaging in discovery, investigating the facts, and attending mediation and court hearings and conferences.

Class Counsel will also ask the Court to approve payment to the Settlement Administrator in an amount not to exceed \$100,000 from the Settlement Fund for the cost of the Class Notice, settlement website, 888 number, and the cost of distributing and administering the benefits of the Settlement Agreement. Class Counsel will also ask the Court to approve an Incentive Award payment to each named Plaintiff from the Settlement Fund in an amount not to exceed \$5,000, for a total of \$25,000, in recognition of the risks taken by the named Plaintiffs as the Class Representatives in commencing the Action, both financial and otherwise.

17. *How Can I Tell the Court If I Object To The Settlement?*

You have the right to object to the Settlement if you do not like some or all of it. In your objection, you must state the reason(s) why you think the Court should not approve the Settlement. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

To state a valid objection, you must provide the following information in your written objection: (i) full name, current address, current telephone number, and be personally signed; (ii) documentation sufficient to establish your membership in the Class, such as a copy of the Class Notice you received; (iii) a statement of the position(s) that you, as the objector, wish to assert, including the factual and legal grounds for the position(s); (iv) copies of any other documents that you, as the objector, wish to submit in support of your position; (v) whether you, as the objector, intend to appear at the Final Approval Hearing (“Notice of Intention to Appear”); and (vi) whether you, as the objector, are represented by your own lawyer, and if so, the name, address, and telephone number of your lawyer. To be timely, your written objection must be mailed to *Jane Doe, et al. v. Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center*, Case No. CVCV21-49, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 and be postmarked no later than March 5, 2022 [a designate member of Class Counsel, and Defendant’s counsel].

Any member of the Settlement Class who does not mail an objection postmarked by March 5, 2022, shall be deemed to have waived all objections and forever shall be foreclosed from making any objection to the fairness, justness, reasonableness or adequacy of the Settlement, and/or to object to any motion for payment from the Settlement Fund, unless otherwise ordered by the Court.

18. *What is the Difference Between Objecting to the Settlement vs. Asking to Be Excluded?*

Objecting to the Settlement is a way of formally telling the Court that you do not like something about the Settlement and do not think the Court should approve the Settlement for a particular reason or reasons. You can object only if you stay in the Settlement Class and do not request to be excluded. If the Court rejects your objection and approves the Settlement, you will still be bound by the terms of the Settlement.

Excluding yourself (i.e., “opting out” of) the Settlement is a way of telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement, and you will not be eligible to receive any benefits under the Settlement because you are excluded, and the case no longer affects you. By excluding yourself, you will still be able to file a separate lawsuit against FMC regarding these same claims at your own expense.

19. *When and Where Will the Court Decide Whether to Give Final Approval of Settlement?*

The Honorable INSERT name of judicial officer: will hold a Final Approval Hearing at 9:30 a.m. on March 24, 2022, in Dept. No. # 2, at the Superior Court of California for the County of Siskiyou, located at 411Fourth Street, Yreka, California, 96097. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel’s request for payment of attorneys’ fees and costs, payment of the Settlement Administrator’s fees and costs, and payment of Incentive Awards to the Class Representatives. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class Counsel as fees and costs, to the Settlement Administrator as fees and costs, and the Incentive Awards to the Class Representatives.

The Final Approval Hearing may be moved to a different date or time or may be held remotely at the court's election, without additional notice being mailed to the Class Members. For updated information, please visit <https://siskiyou.courts.ca.gov/general-information/courtroom-calendar>.

20. Do I Have to Come to the Final Approval Hearing?

No, you do not have to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. If you have mailed in your valid written objection on time, the Court will consider it. You do not have to come to the Final Approval Hearing if you send in a written objection. However, you may attend the hearing if you have provided Notice of Intention to Appear as described above. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

21. May I Speak At the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing if you have filed and served a Notice of Intention to Appear, as described above. If you wish to appear at the Final Approval Hearing, in person or by your own lawyer at your expense, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any motion for payment from the Settlement Fund, you must file and serve a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") with the Court on or before March 5, 2022. The Notice of Intention to Appear should include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing.

You will not be permitted by the Court to speak at the hearing if you exclude yourself (or opt-out) from the Settlement.

22. What Happens If I Do Nothing At All?

If you are a Settlement Class Member and do nothing after receiving this Notice, you will receive the Identity Theft Protection Package subscription afforded to the Class as provided by the terms of the Settlement. Additionally, you will be legally bound by the Settlement and will be releasing Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center and Released Parties, as defined in Paragraph Y of Section II and described in Section X of the Settlement Agreement, from any and all claims or causes of action alleged in this Action and that could have been alleged in this Action.

23. How Can I Get More Information?

(1) If you have any questions, please contact the Settlement Administrator via U.S. Mail to *Jane Doe, et al. v. Siskiyou Hospital, Inc. d/b/a Fairchild Medical Center*, Case No. CVCV21-49, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, or via **telephone** at (888) 250-6810.

(2) You may also visit the Internet website at www.FMCprivacyclassaction.com that has links to the settlement notice and the important documents in the case, viewable free of charge.

(3) You can also see any document filed in the case by requesting the file at the Siskiyou County Superior Court, 411 Fourth Street, Yreka, California, 96097.

(4) You can also contact Class Counsel directly. The contact information of the designated member of Class Counsel is set forth in answer to Question 15 above.

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

By Order of the Superior Court of the State of California for the County of Siskiyou.

Dated: January 19, 2022

/s/
Judge of the Superior Court