

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Franchi et al. v. Barlow Respiratory Hospital
Case No. 22STCV09016 (Lead) – Consolidated with Case No: 22STCV17107

If you are an individual whose personal information was compromised in the Data Breach suffered by Barlow Respiratory Hospital on or about August 27, 2021, a Class Action Settlement may affect your rights.

*A California State Superior Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit concerning Barlow Respiratory Hospital and a data breach (the “Data Incident”) that occurred on or about August 27, 2021. In the Data Breach, a third-party threat actor group allegedly gained unauthorized access to Barlow’s systems and infected certain files with ransomware, which may have, but did not necessarily, include the personal identifiable information and/or persona health information of certain Barlow patients, employees, and/or physicians.
- The lawsuit is titled *Franchi, et al. v. Barlow Respiratory Hospital* Case No. 22STCV09016 and is pending in the Superior Court of the State of California in and for the Los Angeles County. The lawsuit asserts claims related to the Data Incident. The Defendant in the lawsuit is Barlow Respiratory Hospital. Defendant denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise between the Parties to end the lawsuit.
- Members of the Settlement Class are all individuals whose personal information was compromised in the Data Incident suffered by Barlow Respiratory Hospital on or about August 27, 2021. The Settlement Class specifically excludes: (i) Barlow and Barlow’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Barlow has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.
- Settlement Class Members are eligible to receive up to \$300 per person, in reimbursement for Out-of-Pocket Losses stemming from the Data Incident, for persons who file a Valid Claim, as further described below. The Settlement also provides up to \$5,000 for proven monetary Extraordinary Expenses for Settlement Class Members who have incurred Extraordinary Expenses and who submit a Valid Claim. In addition, California Settlement Subclass Members are eligible for a separate, California statutory damages award in the amount of \$125. To redeem this benefit, California Settlement Subclass Members must submit a Claim Form and attest that they were a California resident at the time of the Data Incident. Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident.

- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is April 23, 2024 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit. The deadline to exclude from the Settlement is April 23, 2024 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is April 23, 2024 .
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on June 7, 2024 at 9 a.m.
DO NOTHING	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at www.barlowdatasettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment, identity-theft protection and credit monitoring as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Maren E. Nelson of the Superior Court of the State of California in and for the Los Angeles County is overseeing this class action. The case is called *Franchi, et al. v. Barlow Respiratory Hospital*, Case No. 22STCV09016.

Rudolph Franchi and Carlos Aragon are the Representative Plaintiffs or Settlement Class Representatives. The company they sued, Barlow Respiratory Hospital, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Rudolph Franchi and Carlos Aragon—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Defendant experienced a targeted cyberattack and data breach that allowed access to Defendant’s computer systems and data, which resulted in the compromise of personal identifiable information and protected health information belonging to current and former patients, as well as employees and physicians.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the settlement website at www.barlowdatasettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Representative Plaintiffs and Plaintiffs’ Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if your personal information was compromised in the Data Incident suffered by the Barlow Respiratory Hospital on or about August 27, 2021. Eligible Settlement Class Members will have been mailed notice of their eligibility and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at **833-462-3511** or by visiting the settlement website at www.barlowdatasettlement.com.

This Settlement Class does not include: Barlow and Barlow's parents, subsidiaries, affiliates, officers and directors, and any entity in which Barlow has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Incident, not to exceed three hundred dollars (\$300) per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Incident; and (x) compensation for attested-to unreimbursed lost time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath / clean-up of the breach, at the rate of twenty dollars (\$20) per hour for up to five (5) hours, but only if at least one (1) full hour was spent. Members of the Settlement Class must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time. The total of all amounts recovered under this shall not exceed \$300 per Settlement Class Member.

Additionally, Barlow shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed five thousand dollars (\$5,000) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was substantially more likely than not caused by the Data Incident; (c) the loss occurred during the period from August 27, 2021, through and including the end of the Claims Deadline (d) the loss is not an amount already covered by one or more of the categories in the above paragraph, and (e) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of all

available credit monitoring insurance and identity theft insurance. The total of all amounts recovered under this paragraph shall not exceed \$5,000 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits for documented out-of-pocket losses and lost time.

In addition to the above benefits, California Settlement Subclass Members are eligible for a separate, California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be one hundred twenty-five dollars (\$125). To redeem this \$125 benefit, California Settlement Subclass Members must submit a Claim Form and attest that they were a California resident at the time of the Data Incident about which they were notified by Barlow.

Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on the Claim Form, and codes will be sent either to an e-mail address provided by the Settlement Class Members or, if they do not have an e-mail address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:

- a) Credit monitoring at one of the three major credit reporting agencies: Equifax, Experian or TransUnion;
- b) Identity restoration and recovery services;
- c) \$1,000,000 identity theft insurance with no deductible.

Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at www.barlowdatasettlement.com or by USPS mail. Claim Forms are only available through the settlement website at www.barlowdatasettlement.com.

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your Short Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before April 23, 2024.**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **June 7, 2024 at 9 am**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Claims Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 90 days after they are issued. If a check becomes void, the Settlement Class Member shall have until one hundred eighty days after the Effective Date to request re-issuance.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed M. Anderson Berry and Gregory Haroutunian of Clayeo C. Arnold, Professional Law Corp., Bryan L. Bleichner of Chestnut Cambronne PA; Dylan J. Gould of Markovits, Stock & DeMarco, LLC; John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC; and Francesca Kester of Morgan & Morgan Complex Litigation Group. as “Plaintiffs’ Counsel” to represent the Settlement Class.

Should I get my own lawyer?

You don’t need to hire your own lawyer because Plaintiffs’ Counsel is working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Plaintiffs’ Counsel to represent you.

10. How will the lawyers be paid?

Plaintiffs’ Counsel has agreed to request, and Barlow has agreed to pay, subject to Court approval, the amount of three hundred ten thousand dollars (\$310,000) to Plaintiffs’ Counsel for attorneys’ fees and costs and expenses. Plaintiffs’ Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys’ fees, costs, and expenses awarded by the Court among Plaintiffs’ Counsel. The Defendant shall pay the Court-approved amount of attorney’s fees, costs, expenses and service awards to Representative Plaintiffs to an account established by Plaintiffs’ Counsel within 30 days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by and Settlement Class Member or third party.

Plaintiffs' Counsel will also request Service Award Payments of up to \$2,000 for each of the Plaintiff Representatives. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Plaintiffs' Counsel and the proper amount of any service award to the Plaintiff Representatives. The Court may award less than the amounts requested. Whether the Settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant or certain entities related to Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included release. This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at www.barlowdatasettlement.com. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the terms of the Settlement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or certain entities related to the Defendants for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Franchi, et al. v. Barlow Respiratory Hospital* Case No. 22STCV09016. (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than **April 23, 2024**, to the following address:

Franchi et al. v. Barlow Respiratory Hospital
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. The objection must be in writing and include (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number, Franchi, et al. v. Barlow Respiratory Hospital, Los Angeles Superior Court Case No. 22STCV09016 (Lead), consolidated with Los Angeles Superior Court Case No. 22STCV17107; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than **April 23, 2024** to Plaintiffs' Counsel and to Barlow's counsel as set forth below. For all objections mailed to Plaintiffs' Counsel and counsel for Barlow, Plaintiffs' Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

Plaintiff's Counsel	Defense Counsel
M. Anderson Berry Clayeo C. Arnold, A Professional Corp. 865 Howe Avenue Sacramento, CA 95825	Bethany G. Lukitsch Baker & Hostetler L.L.P 11601 Wilshire Boulevard, Suite 1400 Los Angeles, CA 90025

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **June 7, 2024 at 9 a.m.** at the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring St., Los Angeles, CA 90012. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Plaintiffs' Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.barlowdatasettlement.com, or through the Court's publicly available docket. You should check the settlement website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Plaintiff's Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.barlowdatasettlement.com.

YOU MAY CONTACT THE CLAIMS ADMINISTRATOR ONLINE AT WWW.BARLOWDATASETTLEMENT.COM, BY CALLING TOLL-FREE AT, 833-462-3511 OR WRITING TO:

Franchi et al. v. Barlow Respiratory Hospital
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE
DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**