

**NOTICE OF CLASS ACTION SETTLEMENT**

Superior Court of California, County of San Diego

*Ramos v. San Diego American Indian Health Center, 37-2022-00034482-CU-NP-CTL*

**To:** All individuals whose Personal Information was actually or potentially accessed during the Security Incident. “Security Incident” is defined as “the access by unauthorized actors to San Diego American Indian Health Center’s computer network in or around May 2022, as further described in the Recitals, and any and all facts, actions and circumstances related thereto, whether occurring or arising before, on or after the date of this Agreement.”

A proposed settlement has been reached in the class action lawsuit titled, *Ramos v. San Diego American Indian Health Center, No. 37-2022-00034482-CU-NP-CTL* (the “Lawsuit”). The Lawsuit asserts claims against Defendant *San Diego American Indian Health Center* (“Defendant” or “SDAIHC”) related to a data incident that occurred in or around May 5, 2022, and about which Defendant notified potentially impacted individuals on or about August 15, 2022 (the “Security Incident”). Defendant denies all the claims asserted in the Lawsuit and denies that it did anything wrong.

The Settlement offers cash payments or thirty-six months of identity-theft protection to all individuals whose Personal Information was actually or potentially accessed during the Security Incident. (“Settlement Class Members”). The amount of the cash payment will depend upon how many people submit valid claims but initially are set at \$50 for each Settlement Class Member who submits a timely and valid claim form electing to receive a cash payment.

If you are a Settlement Class Member, your options are:

<b>SUBMIT A CLAIM FORM DEADLINE: DECEMBER 9, 2024</b>	You must submit a valid claim form to receive a payment from this Settlement.
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the settlement.
<b>EXCLUDE YOURSELF DEADLINE: DECEMBER 9, 2024</b>	You may exclude yourself from this settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.
<b>OBJECT DEADLINE: DECEMBER 9, 2024</b>	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the settlement.

The Court must give final approval to the settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

**Please review this Notice carefully.** You can learn more about the settlement by visiting [www.SDAmericanIndianHealthCenterSettlement.com](http://www.SDAmericanIndianHealthCenterSettlement.com) or by calling 1-888-735-8847.

## **Further Information about this Notice and the Lawsuit**

### *1. Why was this Notice issued?*

Settlement Class Members are eligible to receive either (i) thirty-six (36) months of identity-theft protection and fraud resolution services, called “Financial Shield” by Pango, or (ii) a cash payment from a proposed Settlement in the Lawsuit. The Court overseeing the Lawsuit pending Superior Court of the State of California, in and for the County of San Diego authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

### *2. What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of all individuals whose Personal Information was actually or potentially accessed during the Security Incident.

The Lawsuit claims Defendant is legally responsible for the Security Incident and asserts various legal claims including negligence, violation of the California’s Confidentiality of Medical Information Act (Cal. Civ. Code § 56, et seq.), invasion of privacy, breach of confidence, breach of implied contract, breach of implied covenant of good faith and fair dealing, unfair business practices and unjust enrichment. Defendant denies these claims and denies that it did anything wrong.

### *3. Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class” and each individual is a “Class Member.” There is one Representative Plaintiff in this case: Florencio Ramos. The class in this case is referred to in this Notice as the “Settlement Class.”

### *4. Why is there a Settlement?*

The Representative Plaintiff in the Lawsuit, through his attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiff’s claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiff and the Class would or would not win the case if it were to go to trial.

## **Terms of the Proposed Settlement**

### *5. Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all individuals whose Personal Information was actually or potentially accessed during the Security Incident. “Security Incident” is defined as “the access by unauthorized actors to San Diego American Indian Health Center’s computer network in or around May 2022, as further described in the Recitals, and any and all facts, actions and circumstances related thereto, whether occurring or arising before, on or after the date of this Agreement.”

Excluded from the Settlement Class are: (1) the Judge and/or Magistrate Judge presiding over the Lawsuit, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from

and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

6. *What are the terms of the settlement?*

The proposed settlement would create a Settlement Fund of \$350,000 that would be used to pay all costs of the settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice, (iii) any attorneys' fees and costs awarded by the Court to Class Counsel (\$115,500 plus litigation costs and expenses up to a cap of \$20,000), and (iv) any service award to the Representative Plaintiff awarded by the Court (up to \$5,000 total). The settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident, as detailed in the Class Settlement Agreement and Release.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Security Incident. The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release.

**Payments to Settlement Class Members**

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims shall be entitled to receive a pro rata cash distribution payment, not to exceed \$50, from the Settlement Fund. Depending on how many valid claims are submitted, the amounts of the cash payment will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 9.

9. *When and how will the amount of settlement payments be adjusted?*

The amounts paid for all cash payments will be adjusted depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of those claims, the amount of the payments for cash payments will be adjusted downward proportionally among all Settlement Class Members who submitted valid claims for cash payments.

10. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to Doctors Without Borders USA. No remaining funds will be returned to Defendants.

**Your Options as a Settlement Class Member**

11. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement.

If you do not want to give up your right to sue Defendant about the Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 14 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 17 below for instructions on how to submit an objection.

*12. What happens if I do nothing?*

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

*13. Who decides my Settlement claim and how do they do it?*

The Claims Administrator will decide whether a claim form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

*14. How do I exclude myself from the Settlement?*

To opt out of the Settlement you must make a signed, written request that includes (i) the name of the proceeding, (ii) your full name, current address and personal signature, and (iii) the words “Request for Exclusion” or a comparable unequivocal statement that you do not wish to participate in the Settlement. You may exclude yourself from the settlement by mailing your request to the Settlement Administrator at this address:

**Ramos v. San Diego American Indian Health Center  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606**

Your request must be postmarked by **December 9, 2024**.

*15. If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Lawsuit.

*16. If I do not exclude myself, can I sue Defendant for the Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a claim form requesting a payment.

17. *How do I object to the Settlement?*

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be mailed to: (i) the Clerk of the Court, (ii) Settlement Class Counsel, (iii) Defendant's Counsel, at the mailing addresses listed below. Your objection must be filed or postmarked no later than the objection deadline, **December 9, 2024**:

Court	Defendant's Counsel
Clerk of the Court <b>Superior Court, County of San Diego</b> 330 West Broadway San Diego, CA 92101	Ian C. Ballon Timothy A. Butler <b>Greenberg Traurig LLP</b> 1900 University Avenue, 5th Floor East Palo Alto, CA 94303
Settlement Class Counsel	
Laura Grace Van Note <b>COLE &amp; VAN NOTE</b> 555 12th Street Suite 2100 Oakland, California 94607	

To be considered by the Court, your objection must list the name of the Lawsuit pending in Superior Court of California, San Diego *Ramos v. San Diego American Indian Health Center, 37-2022-00034482-CU-NP-CTL*, and include all of the following information: (i) your full name, address, telephone number, and email address (if any), (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (such as the notice you received from SDAIHC or the notice of this Settlement), (iii) a statement as to whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire Class, (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable, (v) the identity of any counsel representing you, (vi) a statement of whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel, (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of your objections and any documents to be presented or considered, and (viii) your signature and the signature of your duly authorized attorney or other duly authorized representative (if any).

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

## **Court Approval of the Settlement**

18. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **January 24, 2025 at 9:30 a.m.** at Courtroom 66 of the Superior Court of the County of San Diego, at 330 West Broadway San Diego, CA 92101. Please visit the Court's website at [www.casd.uscourts.gov/](http://www.casd.uscourts.gov/) for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check [www.SDAmericanIndianHealthCenterSettlement.com](http://www.SDAmericanIndianHealthCenterSettlement.com) or access the Court docket in this case, for a fee, through the Court's Public Access System <https://ecf.casd.uscourts.gov> to confirm the schedule if you wish to attend.

19. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection. The Court will consider any written objections properly submitted according to the instructions in Question 17. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

20. *What happens if the Court approves the Settlement?*

If the Court approves the settlement and no appeal is taken, the Settlement Fund will be fully funded. The Claims Administrator will pay any attorney fees' and costs award and any Representative Plaintiffs' service awards from the Settlement Fund. Then, the Claims Administrator will administer identity-theft protection and send cash payments to Settlement Class Members who submitted timely and valid claims.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

21. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the settlement, no Settlement Fund will be created, there will be no cash payments or identity-theft protection provided to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiffs, and the case will proceed as if no settlement had been attempted.

### **Lawyers for the Settlement Class and Defendant**

22. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

<b>Settlement Class Counsel</b>
<p>Laura Grace Van Note <b>COLE &amp; VAN NOTE</b> 555 12th Street, Suite 2100 Oakland, California 94607</p>

Settlement Class Members will not be charged for the services of Settlement Class Counsel. Settlement Class Counsel will be paid by Defendant separately, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

23. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees of \$115,500 (one third of the total Settlement Fund) plus litigation costs and expenses up to a cap of \$20,000. Settlement Class Counsel will also request approval of a service award of \$5,000 for the Representative Plaintiff.

24. *Who represents Defendant in the Lawsuit?*

Defendant is represented by the following lawyers:

<b>Defendant's Counsel</b>
Ian C. Ballon Timothy A. Butler <b>Greenberg Traurig LLP</b> 1900 University Avenue, 5th Floor East Palo Alto, CA 94303

**For Further Information**

25. *What if I want further information or have questions?*

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement and Release available at **[www.SDAmericanIndianHealthCenterSettlement.com](http://www.SDAmericanIndianHealthCenterSettlement.com)**, by contacting Settlement Class Counsel at the address provided in response to Question 22 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access system at <https://ecf.casd.uscourts.gov> or by visiting the Office of the Clerk, Superior Court of the County of San Diego, at 330 West Broadway San Diego, CA 92101, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

CPT Group, Inc. Class Action & Claims Solutions will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

Ramos v. San Diego American Indian Health Center  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Email: [SDAmericanIndianHealthCenterSettlement@cptgroup.com](mailto:SDAmericanIndianHealthCenterSettlement@cptgroup.com)

**Please do not contact the Court.**