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6 *Attorneys for Plaintiff and the Proposed Class*

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8 **IN THE SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF FRESNO**

10 NAREK AVETISYAN, on behalf of himself
and all others similarly situated,

11 Plaintiff,

12 v.

13 UNITED HEALTH CENTERS OF THE SAN
14 JOAQUIN VALLEY,

15 Defendant.

Case No. 22CECG00285

**JOINT DECLARATION SUPPORTING
PLAINTIFF'S MOTION FOR ATTORNEYS'
FEES, COSTS AND INCENTIVE AWARDS**

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17 We, Matthew Wilson, Raina Borrelli, and Anthony Paronich, declare under penalty of
18 perjury:

19 1. We are counsel for plaintiff, Narek Avetisyan ("Plaintiff"), in the above-captioned
20 case. This declaration supports plaintiff's Motion for Preliminary Approval of Class Action
21 Settlement with defendant, United Health Centers of the San Joaquin Valley ("Defendant"). This
22 declaration explains the bases for the Settlement, including the significant relief it affords the class.
23 We have personal knowledge of the facts in this declaration and could testify to them if called on
24 to do so.

25 **COUNSEL'S QUALIFICATIONS**

26 **Meyer Wilson**

27 2. Meyer Wilson is a plaintiffs' law firm with offices in Columbus, Los Angeles,
28 Cleveland, New Orleans, and Bloomfield Hills, Michigan. With co-counsel, Meyer Wilson handles

1 cases across the county. Meyer Wilson has a robust complex litigation and class action practice
2 involving consumer, employment, financial, securities, and especially privacy matters.

3 3. The Meyer Wilson principal attorney assigned to this matter is Matthew R. Wilson.
4 Mr. Wilson graduated from Denison University, *magna cum laude*, in Philosophy in 1997, before
5 graduating from the University of Virginia School of Law in 2000. Prior to coming to Meyer
6 Wilson, Mr. Wilson defended class action case as an attorney at Jones Day in its Columbus office.
7 He was the chair of the Class Action Committee of the Central Ohio Association for Justice from
8 2007 until 2018. Mr. Wilson was recognized this year as a “Lawyer of the Year” for class actions
9 in his region, and for the last several years as an Ohio “Super Lawyer.” He has been a member of
10 the Class Action Preservation Project with Public Justice. In addition to the California and Ohio
11 state bars, he is also admitted to the Sixth, Seventh, Ninth, and Eleventh Circuit Courts of Appeals;
12 to the Central, Eastern, Northern, and Southern Districts of California; the Northern and Southern
13 Districts of Ohio; the Central and Northern Districts of Illinois; and the Eastern and Western
14 Districts of Wisconsin. He has significant experience in litigating consumer class actions, and
15 particularly privacy class actions like this one. Mr. Wilson has recovered over \$300 million in cash
16 for consumers in TCPA and data breach class actions.

17 4. Meyer Wilson’s firm resume is attached hereto as **Exhibit E**.

18 **Turke and Strauss LLP**

19 5. Turke and Strauss is a law firm in Madison, Wisconsin that focuses on complex civil
20 and commercial litigation with an emphasis on consumer protection, employment, wage and hour,
21 business, real estate, and debtor-creditor matters.

22 6. Raina Borrelli, the principal attorney from Turke and Strauss assigned to this case,
23 is a partner at Turke & Strauss LLP whose practice focuses on complex class action litigation,
24 including data breach, Telephone Consumer Protection Act (“TCPA”), false advertising, and
25 consumer protection cases in both state and federal courts around the country. Ms. Borrelli received
26 her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to joining
27 Turke & Strauss, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted
28

1 complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota
2 Women’s Lawyers and the Federal Bar Association, where she has assisted in the representation of
3 *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual
4 Minnesota “Rising Star” Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also
5 been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-
6 2015; 2018-2020) for providing a minimum of 50 hours of pro bono legal services. In recent years,
7 Ms. Borrelli has been substantially involved in a number of complex class action matters in state
8 and federal courts including: *Hudock v. LG Electronics USA, Inc.*, 16-cv-1220 (JRT/KMM) (D.
9 Minn.); *Baldwin v. Miracle-Ear, Inc.*, 20-cv-01502 (JRT/HB) (D. Minn.); *In re FCA Monostable*
10 *Gearshifts Litig.*, 16-md-02744 (E.D. Mich.); *Zeiger v. WellPet LLC*, 17-cv-04056 (N.D. Cal.);
11 *Wyoming v. Procter & Gamble*, 15-cv-2101 (D. Minn.); *In re Big Heart Pet Brands Litig.*, 18-cv-
12 00861 (N.D. Cal.); *Sullivan v. Fluidmaster*, 14-cv-05696 (N.D. Ill.); *Rice v. Electrolux Home Prod.,*
13 *Inc.*, 15-cv-00371 (M.D. Pa.); *Gorzynski v. Electrolux Home Products, Inc.*, 18-cv-10661 (D.N.J.);
14 *Reitman v. Champion Petfoods*, 18-cv-1736 (C.D. Cal.); *Reynolds, et al., v. FCA US, LLC*, 19-cv-
15 11745 (E.D. Mich.).

16 7. Turke & Strauss’s firm resume is attached hereto as **Exhibit F**.

17 **Paronich Law, P.C.**

18 8. Anthony Paronich, the founder of Paronich Law, is a 2010 graduate of Suffolk Law
19 School and was admitted to the Bar in Massachusetts that same year. Since then, he was admitted
20 to practice before the Federal District Court for the District of Massachusetts. From time to time,
21 he has appeared in other state and federal district courts *pro hac vice*. He is in good standing in
22 every court to which he is admitted to practice. Mr. Paronich was an associate at Broderick Law,
23 P.C., in Massachusetts from 2010 through 2016 and then a partner from 2016 to 2019. In 2019 Mr.
24 Paronich started Paronich Law, P.C. in 2019 focused on protecting consumers in class action
25 lawsuits.

26 9. Mr. Paronich’s practice focuses on complex class action litigation, including data
27 breach and the Telephone Consumer Protection Act (“TCPA”), and Mr. Paronich has been
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1 appointed class counsel in many cases, including *Desai and Charvat v. ADT Security Services, Inc.*,
2 No. 11-CV-1925 (N.D. Ill.), *In re Monitronics International, Inc.*, No. 1:13-md-02493 (N.D. W.
3 Va.), *Thomas Krakauer v. Dish Network, L.L.C.*, No. 1:14-CV-333 (M.D.N.C.), and *Loftus v.*
4 *Sunrun, Inc.*, No. 3:19-cv-1608 (N.D. Cal.).

5 LITIGATION BACKGROUND

6 10. On January 18, 2022, Plaintiff, through counsel, filed his Complaint.

7 11. In February 2022, Plaintiff served Defendant.

8 12. In March 2022, the Parties discussed mediating Plaintiff's claims, seeking to resolve
9 them on a class-wide basis.

10 13. In advance, Defendant disclosed to Plaintiff information necessary to evaluate his
11 and the Settlement Class's claims, including how the Data Breach happened, how many patients it
12 affected, who they were, what PHI and PII were involved, Defendant's insurance coverage and
13 limits, and Defendant's financials.

14 14. After reviewing Defendant's information, Plaintiff consented to mediate the case in
15 April 2022.

16 15. On April 26, 2022, the parties mediated the case with Judge Morton Denlow (Ret.)
17 from JAMS. Judge Denlow is a retired federal magistrate and well-respected mediator.

18 16. At mediation, the Parties evaluated the risks, uncertainties, costs, and delays that
19 continued litigation posed. Considering those factors under Judge Denlow's guidance, the Parties
20 agreed to the key terms of a class settlement.

21 17. On May 26, 2022, the Parties' signed a settlement agreement ("Agreement"). A true
22 and accurate copy of the Agreement is attached to this declaration as **Exhibit A**.

23 18. While negotiating the Agreement, the Plaintiff served "confirmatory" discovery. In
24 response, Defendant provided additional information about the data breach, settlement class, and
25 the information impacted. True and accurate copies of Plaintiff's Interrogatory Requests and
26 Requests for Production of Documents, with Defendant's responses, are attached as **Exhibits B**
27 and **C** to this Declaration.
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1 19. In addition, the parties agree that the breach happened. *See Exhibit D* (Notice of
2 Data Privacy Incident <https://unitedhealthcenters.org/incident>).

3 20. The Agreement was reached after extensive analysis of the relevant facts and law;
4 the settlement is the result of arm’s-length negotiations overseen by a prominent and experienced
5 mediator experienced in class action and complex litigation.

6 21. The Parties did not discuss attorneys’ fees and costs or service awards until they had
7 agreed on the Settlement’s material terms, including the Class definition, how to notify the Class,
8 class benefits, and the release’s scope.

9 **COUNSEL’S RECOMMENDATION AND RESOLUTION TO THE LITIGATION**

10 22. Our collective years of experience in representing individuals in complex class
11 actions—including data breach actions—informed Plaintiff’s settlement position, and the needs of
12 Plaintiff and the proposed settlement class. While we believe in the merits of the claims brought in
13 this case, we are also aware that a successful outcome is uncertain and would be achieved, if at all,
14 only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the
15 potential for no recovery at all. Based upon our collective substantial experience, it is my individual
16 opinion and the opinion of my co-counsel, that the proposed settlement of this matter provides
17 significant relief to the members of the settlement class and warrants the Court’s preliminary
18 approval. The settlement is well within the range of other data breach settlements in the relief that
19 it provides.

20 23. The Agreement’s terms are designed to address the harms caused by the data breach,
21 providing credit monitoring and identity theft restoration services, reimbursing economic and non-
22 economic losses, and verifying that Defendant has improved its data security.

23 24. This result is particularly favorable given the risks of continued litigation. Plaintiff
24 faced serious risks prevailing on the merits, including proving causation, as well as risk at class
25 certification and at trial, and surviving appeal. A settlement today not only avoids the risks of
26 continued litigation, but it also provides a benefit to the member of the settlement class now as
27 opposed to after years of risky litigation.
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1 25. These risks are heightened by the fact that Defendant’s available insurance policy
2 limit of \$1,638,000 may well have been the only funds available to compensate the Class in this
3 case, and those limits were subject to continual reduction owing to the nature of the “wasting”
4 policy, in which every dollar spent on the defense of the action is one fewer dollar available to
5 compensate the Class.

6 26. The Agreement’s benefits unquestionably provide a favorable result to the members
7 of the settlement class, placing the Agreement well within the range of possible final approval and
8 satisfying the requirements for preliminary approval under California law; therefore, the Court
9 should grant preliminary approval.

10 27. In this case, Class Counsel made an informed judgment based on extensive pre-
11 filing investigation and negotiation that this settlement—as opposed to protracted litigation—
12 would provide the maximum relief to as many Class Members as possible, and to as large a Class
13 as possible.

14 28. That judgment was based on applying years of legal experience litigating class
15 action claims to the facts of this case.

16 29. In evaluating the case, Class Counsel were aware that challenges that Plaintiff and
17 other Class Members would face without this settlement were significant.

18 30. Plaintiff respectfully requests reimbursement for \$16,674.78 in costs. This amount
19 is approximately 1 % of the total settlement of \$1,658,000 obtained for the Settlement Class by
20 Class Counsel. Moreover, it represents the actual unreimbursed expenses incurred out-of-pocket
21 by Class Counsel prosecuting this case on behalf of the Plaintiff since the inception of the litigation.

22 31. These reasonable costs and expenses were incurred in connection with Plaintiff’s
23 investigation and litigation, including mediation fees and court filing fees.

24 32. These costs were advanced by Class Counsel on a purely contingent basis; had there
25 been no recovery, the costs would have been lost.

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33. Further, pursuant to the Settlement Agreement, Class Counsel notified all Settlement Class members that they would seek reimbursement for litigation costs from the Settlement Fund.

34. To date, no Class Member has objected to reimbursement for attorneys' costs.

Executed on November 3, 2022 in Columbus, Ohio.

/s/ Matthew R. Wilson
Matthew R. Wilson

Executed on November 3, 2022 in Madison, Wisconsin.

/s/ Raina C. Borelli
Raina C. Borelli

Executed on November 3, 2022 in Hingham, Massachusetts.

/s/ Anthony Paronich
Anthony Paronich

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PROOF OF SERVICE

I, Michael J. Boyle, Jr., declare as follows:

I am employed in the County of Franklin, State of Ohio. I am a resident of the State of Ohio, over the age of eighteen years old, and not a party to this action. My business address is Meyer Wilson Co., LPA, 305 W. Nationwide Blvd., Columbus, OH 43215. On November 3, 2022, I served the following document(s) described as:

JOINT DECLARATION

on all parties of record as follows:

- (X) Electronically as follows:
James Monagle
MULLEN COUGHLIN, LLC
309 Fellowship Rd., Suite 200
Mt. Laurel, N.J., 08054
jmonagle@mullenlaw.com

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 3, 2022 at Columbus, Ohio.

*/s/ Michael J. Boyle, Jr.
Michael J. Boyle, Jr.*

EXHIBIT A

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

This Stipulation and Agreement of Settlement, as of the date of execution below (the “Settlement Agreement,” “Settlement,” “Agreement,” or “Stipulation”), is made and entered into by and among the following settling parties (“Parties”): (i) Narek Avestisyan (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) United Health Centers of San Joaquin Valley (“United Health Centers” or “Defendant”), and subject to preliminary and final Court approval as required by Rule 3.769 of the California Rules of Court. In consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final approval order and judgment, all claims of the Settlement Class against United Health Centers in the Action shall be settled and compromised upon the terms and conditions contained herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiff’s Released Claims (defined below), upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiff asserts that United Health Centers was the victim of a data security incident resulting in access by an unauthorized third party to patients’ names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information on or about August 28, 2021;

WHEREAS, on January 18, 2022, Plaintiff filed a Class Action Complaint against the Defendant in the Fresno County Superior Court, Case No. 22-CEG-285 (the “Action”). The Class Action Complaint asserted claims for damages and equitable relief based on theories of negligence, invasion of privacy, and violations of the Confidentiality of Medical Information Act, CAL. CIV. CODE § 56, *et seq.*, the Consumer Records Act, CAL. CIV. CODE § 1798.80, *et seq.*, and the Unfair Competition Law, BUS. & PROF. CODE § 17200, *et seq.*

WHEREAS, United Health Centers denies (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action, (b) that Plaintiff and the class he purports to represent have suffered any damage, (c) that the Action satisfies the requirements to be tried as a

class action; and (d) that the Action states a claim for any relief;

WHEREAS, the Parties agreed to attempt to mediate a resolution to the dispute prior to United Health Centers filing a responsive pleading;

WHEREAS, on April 26, 2022, the Parties attended an arm's-length mediation negotiation supervised by Hon. Morton Denlow (Ret.) of JAMS.

WHEREAS, throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement;

WHEREAS, Settlement Class Counsel have conducted sufficient discovery, have fully investigated the facts and law relevant to the subject matter of the Action, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, and for the purpose of putting to rest all controversies with the Defendant that were alleged in the operative Class Action Complaint, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Class;

WHEREAS, United Health Centers, despite its belief that it has valid and complete defenses to the claims asserted against it, has nevertheless agreed to enter into this Agreement to reduce and avoid the additional expense, burden, inconvenience, and uncertainty of continuing to litigate the Action, and without any admission of liability or wrongdoing whatsoever, desires to enter into this Agreement; and

WHEREAS, the Parties now agree to settle the Action in its entirety, without any admission of liability by United Health Centers, with respect to all Released Claims (defined below) of the Settlement Class. The Parties intend this Agreement to bind Plaintiff, United Health Centers, and all members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1.1 “Action” means *Avetisyan v. United Health Centers of the San Joaquin Valley*, No. 22-cv-285 (Fresno County Superior Court).

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and administering and carrying out the terms of the Settlement.

1.3 “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action.

1.4 “Claim” or “Reimbursement Claim” means a written request, in electronic or paper form, by a Settlement Class Member, consistent with the provisions of this Agreement, seeking reimbursement for documented Economic Losses.

1.5 “Claimant” means a Settlement Class Member who submits a Claim.

1.6 “Claims Period” means the period for submitting Claims ending forty-five days after the Notice Date.

1.7 “Court” refers to the Fresno County Superior Court.

1.8 “Data Security Incident” means the access, as the result of a cyberattack, by an unauthorized third party to certain computer systems of United Health Centers containing personal information and protected health information stored by United Health Centers, including names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information on or about August 28, 2021.

1.9 “Economic Losses” means unreimbursed out-of-pocket costs fairly traceable to the

Data Breach and not attributable to bodily injury, bodily harm, or mentally suffering and not including time lost or expended as a result of the Data Breach.

1.10 “Effective Date” means the date on which the Judgment entered pursuant to this Settlement Agreement becomes Final.

1.11 “Election Deadline” means the last day for Settlement Class Members to submit any claim form.

1.12 “Execution Date” means the last date on which all parties have executed this Agreement.

1.13 “Fee Application” means any application by Settlement Class Counsel for an award of attorneys’ fees and reimbursements of expenses, as set forth in Paragraph 10.

1.14 “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.15 “Final Approval Order” and “Judgment” means the order and judgment finally approving the terms of this Agreement. If the Court enters separate orders addressing the matters constituting final approval, then “Final Approval Order” includes all such orders.

1.16 “Maximum Amount Payable” means the maximum amount payable to the Settlement Class for all costs and payments associated with the settlement is \$1,638,000.

1.17 “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with preliminary approval of the Settlement.

1.18 “Notice Date” means the deadline to disseminate Notice to the Settlement Class,

which is 21 days after the Court issues the preliminary approval order.

1.19 “Notice Program” means the methods for providing Notice of this Settlement to the Settlement Class Members, including (1) a summary form of notice sent by mail (“Summary Notice”) to each Settlement Class Member who the Settlement Administrator can ascertain a mailing address with reasonable effort (2) Publication Notice through a publicity campaign reasonably targeted to reach class members (“Publication Notice”); and (3) by posting a long-form notice on the Settlement Website (“Long-Form Notice”). The forms of Notice shall be substantially in the forms attached as Exhibits A-C to this Agreement and approved by the Court. The Notice Program shall be effectuated in substantially the manner provided in Paragraph 8.

1.20 “Objection Period” means the period during which a Settlement Class Member may file an objection to the Settlement, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing an objection to the Settlement or the Fee Application shall be set forth clearly in the Notice.

1.21 “Opt-Out Period” means the period during which a Settlement Class Member may file a request to be excluded from the Settlement Class, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing a request for exclusion shall be set forth clearly in the Notice.

1.22 “Preliminary Approval” means an order, providing for, among other things, preliminary approval of the Settlement;

1.23 “Released Claims” means all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate in any way to: any exposure to unauthorized access of personal information, including health information, as a result of a data security incident affecting Defendant’s computer network that occurred on or around August 28, 2021, or any conduct that was alleged or could have been alleged in the Action, provided that nothing in this Release is intended to, does or shall be deemed to release any claims

not arising out of, based upon, resulting from, or related to the Data Security Incident.

1.24 “Released Parties” means United Health Centers of the San Joaquin Valley and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach.

1.25 “Releases” means all of the releases specified in Paragraph 9.

1.26 “Releasing Parties” means Plaintiff and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.27 “Service Award” means payment, subject to Court approval and not to exceed \$5,000 to compensate the Settlement Class Representative for efforts in the Action on behalf of the Settlement Class. The Defendant does not take any position with respect to this request.

1.28 “Settlement” means the settlement of the Action, between and among the Plaintiff, individually and on behalf of the Settlement Class, and United Health Centers, as set forth and reflected in this Agreement.

1.29 “Settlement Administrator” means, subject to approval by the Court, AB Data, Ltd., a nationally recognized and experienced class-action claims administrator.

1.30 “Settlement Class” means all persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant’s computer network that occurred on or around August 28, 2021.

1.31 “Settlement Class Members” means members of the Settlement Class who did not opt out of the Settlement.

1.32 “Settlement Class Counsel” refers to Meyer Wilson Co., LPA, Paronich Law, P.C., and Turke & Strauss LLP.

1.33 “Settlement Class Representative” or “Plaintiff” refers to Narek Avestisyan.

1.34 “Settlement Consideration” means that consideration set forth in Paragraph 5.

II. DENIAL OF WRONGDOING AND LIABILITY

2.1 United Health Centers denies the material factual allegations and legal claims asserted by the Plaintiff in the Action, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this Agreement provides for no admission of wrongdoing or liability by any of the Released Parties. This Agreement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

III. THE BENEFITS OF THE SETTLEMENT

3.1 Settlement Class Counsel believes that the proposed settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class.

3.2 Settlement Class Counsel and Plaintiff recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against United Health Centers through trial and appeal.

3.3 Settlement Class Counsel also has taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is mindful of possible defenses related to the claims asserted in the Action and under CAL. CODE CIV. P. § 382. Based on their evaluation of all of these factors, Plaintiff and Settlement Class Counsel have determined that the Settlement is in the best interests of Plaintiff and the Settlement Class.

IV. SETTLEMENT CONSIDERATION

4.1 For purposes of settlement only, the Plaintiff shall seek, and UNITED HEALTH CENTERS shall not oppose, certification of the Settlement Class, pursuant to CAL. CODE CIV. P. § 382 defined as follows:

Settlement Class. All persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant’s

computer network that occurred on or around August 28, 2021.

4.2 For settlement purposes only, Plaintiff shall also seek, and United Health Centers shall not oppose, appointment of Settlement Class Counsel, and appointment of Plaintiff as Settlement Class Representative to represent the Settlement Class.

4.3 United Health Centers does not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the settlement of this Action. United Health Centers' agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiff or any of the provisional Settlement Class Members. United Health Centers reserves the right to contest any motion to certify a class for any purpose other than settlement of the Action.

4.4 If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the day before this Settlement Agreement was executed, in accordance with this paragraph. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or CAL. CODE CIV. P. § 382 if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under CAL. CODE CIV. P. § 382.

4.5 In consideration for the releases provided in this Settlement Agreement, United Health Centers will provide the following relief to the Settlement Class:

4.5.1 Credit Monitoring. All Settlement Class Members, regardless of whether they exclude themselves from the settlement, shall be provided an enrollment code entitling the Settlement Class Member to three years of credit monitoring and

identity restoration services. Any credit monitoring enrollments shall be paid via the Settlement Fund.

4.5.2 Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit one or more Claims for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by the Defendant or other third parties, up to an aggregate total of \$2,500.00 per Settlement Class Member (“Reimbursement Claims”). Reimbursement Claims may be submitted electronically or in paper format. Reimbursement Claims must be submitted pursuant to Reimbursement Form attached as Exhibit D and in accordance with the reimbursement terms under the provisions of this Agreement. All Reimbursement Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period. Any Claim for documented Economic Losses that is approved by the Settlement Administrator shall be paid via the Settlement Fund.

4.5.3 Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Data Security Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant’s name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Data Security Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered

by the Settlement Class Member from the Data Security Incident.

- 4.5.4 Adjudication of Reimbursement Claims. The Settlement Administrator shall verify that each person who submits a Claim for reimbursement is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Economic Losses that are fairly traceable to the Data Security Incident. The Settlement Administrator shall determine whether a Claimant's supporting materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. The Settlement Administrator shall send a written notice to Settlement Class Members whose Reimbursement Forms were rejected as incomplete. Settlement Class Members shall have fourteen (14) days from the date of the Settlement Administrator's notice to correct all deficiencies in their Reimbursement Claims. If a Settlement Class Member fails to correct all deficiencies within fourteen (14) days from receiving the written notice, the Settlement Administrator shall deny the Settlement Class Member's Claim. The Settlement Administrator shall determine whether the Settlement Class Member has corrected the deficient claim such that it reflects a valid Economic Loss actually incurred that is fairly traceable to the Data Security Incident.
- 4.5.5 Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on August 28, 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident.

- 4.5.6 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by United Health Centers as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.
- 4.5.7 If a Settlement Class Member disputes a claim determination related to an Economic Loss in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to a neutral agreed to by the Parties with prior experience as a claims referee, who will serve as the claims referee.
- 4.5.8 Non-Economic Loss Claimants. Any Settlement Class Member may submit one claim for Non-Economic Losses fairly traceable to the Data Breach, up to \$500.00 per Settlement Class Member. Claims may be submitted electronically or in paper format. Claims must be submitted pursuant to Claim Form attached as Exhibit E. All Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period.
- 4.5.9 Payment on Claims. The Settlement Administrator shall establish an account for payment of Claims (the “Settlement Administration Account”). Ninety (90) days after the Notice Date, the Settlement Administrator shall make final determinations on all Claims and provide notice to the Parties (the “Claims Determination Notice”), including an accounting of all Claims to be paid and instructions to United Health Centers to fund the Settlement Administration Account.
- 4.5.10 Pro-Rata Contingencies. In the event that the aggregate amount of payments for claims meets or exceeds the Maximum Amount Payable to the Settlement Class for the payment of Claims, after any costs, fees or administration costs are awarded, then the value of any such payments shall be reduced on a pro rata basis. All pro

rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

4.5.11 Non-Monetary Relief. United Health Centers has taken the following measures after discovering the Data Security Incident: It has upgraded its threat detection monitoring systems and has implemented and will maintain multi-factor authentication for all forms of remote access to its systems and network.

4.5.12 Cy Pres Award. If any monies remain in the Settlement Fund following all payments made for Attorneys' Fees and Expense Award, Service Award, costs and expenses of notice and settlement administration, enrollments in the credit monitoring and identity restoration services, and payment on Claims including Reimbursement Claims, which are administratively infeasible to send, such funds shall not revert to United Health Centers but be provided to Central Cal Legal Services. The Settlement Administrator shall report to the Parties the amount of uncollected and remaining monies in the Settlement Fund no later than 30 days after the stale date of the last check that is paid on a Reimbursement Claim.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND PRELIMINARY AND FINAL APPROVAL

5.1 Preliminary Approval. As soon as practicable, but no later than seven (7) days following the full execution of this Agreement by all Parties, Settlement Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be attached to the motion and shall be substantially in the form set forth in Exhibit F. The motion for Preliminary Approval shall request that the Court, among other things:

5.1.1 Approve the terms of the Settlement as within the range of fair, adequate, and reasonable;

5.1.2 Provisionally certify the Settlement Class pursuant to CAL. CODE CIV. P. § 382, appoint Plaintiff as the Settlement Class Representative of the Settlement Class and appoint Settlement Class Counsel as counsel for the Settlement Class;

- 5.1.3 Approve the Notice Program set forth in Paragraph 7 and provide that following the Preliminary Approval Order the Settlement Administrator shall cause the Notice to be provided in accordance with the procedures set forth in Paragraph 7.1 within twenty-one (21) days of preliminary approval;
- 5.1.4 Approve the procedures set forth in Paragraph 7.10 and Paragraph 7.11 for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement or Fee Application;
- 5.1.5 Find that the Court will retain jurisdiction over all claims relating to this Agreement;
- 5.1.6 Stay the Action pending Final Approval of the Settlement;
- 5.1.7 Stay, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning Released Claims;
- 5.1.8 Schedule the Final Approval Hearing at a time and date mutually convenient for the Court, Settlement Class Counsel, and counsel for United Health Centers, at which time the Court will conduct an inquiry into the fairness of the Settlement, whether it was made in good faith and should be finally approved, and whether to approve Settlement Class Counsel's application for attorneys' fees, costs, and expenses, and for a Service Award ("Final Approval Hearing" or "Fairness Hearing");
- 5.1.9 Provide that all Settlement Class Members will be bound by the Final Approval Order and Judgment dismissing the Action with prejudice;
- 5.1.10 Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and Settlement Class Counsel's Fee Application.

5.2 Final Approval. The Final Approval Hearing shall be scheduled no earlier than thirty (30) days after the deadline for Settlement Class Members to file a claim, opt-out, or object. By no later than fourteen (14) days prior to the Final Approval Hearing, the Parties shall file any

responses to any objections and any briefs in support of final approval of the Settlement. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fees, costs, expenses, or Service Award application, provided the objectors filed timely objections that met all of the requirements listed in Paragraph 7.11.

5.2.1 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and whether to approve Settlement Class Counsel's request for attorneys' fees, costs, expenses, and the Service Awards. The proposed Final Approval Order that will be filed with the motion for Final Approval shall be in a form agreed upon by Class Counsel and UNITED HEALTH CENTERS. Such proposed Final Approval Order shall, among other things:

- (a) Determine that the Settlement is fair, adequate, and reasonable and approve the Settlement pursuant to CAL. CODE CIV. P. § 382;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice provided satisfied due process requirements;
- (d) Enter Final Judgment on the Settlement Agreement;
- (e) Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Paragraph 8, including during the pendency of any appeal from the Final Approval Order;
- (f) Release United Health Centers and the Released Parties from the Released Claims, as set forth in Paragraph 8; and
- (g) Reserve the Court's continuing and exclusive jurisdiction over United Health Centers and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VI. SETTLEMENT ADMINISTRATOR

6.1 Settlement Class Counsel will hire a Settlement Administrator through a competitive bidding process. The Settlement Administrator shall administer various aspects of the Settlement as described in this Agreement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing the Notice to Settlement Class Members as described in Paragraph 7; establishing and operating the Settlement Website and toll-free number; administering the provision of credit monitoring and identity restoration services, and the Claims process as described in Paragraph 4.

6.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- 6.2.1 Obtaining from United Health Centers the name and last known mailing or other address information for Settlement Class Members (to the extent it is reasonably available) and verifying and updating the mailing addresses received, through the National Change of Address database or other similar data source, for the purpose of sending the Summary Notice to Settlement Class Members, which will be provided within seven days of the Preliminary Approval Order.
- 6.2.2 Effectuating a publication notice campaign designed to give class members notice of the Settlement;
- 6.2.3 Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- 6.2.4 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- 6.2.5 Establishing and maintaining a Settlement Website as an additional means for Settlement Class Members to obtain notice of and information about the Settlement through and including hyperlinked access to this Agreement; the

Notice; the order preliminarily approving the Settlement; the Final Approval Order; Claim Forms; Reimbursement Forms; and such other documents as Class Counsel and United Health Centers agree to post or that the Court orders posted. These documents shall remain on the Settlement Website at least until expiration of the Election Deadline and the Reimbursement Deadline. The URL of the Settlement Website will be agreed upon in writing by United Health Centers and Class Counsel. The Settlement Website shall not include any advertising and shall not bear or include the United Health Centers logo or United Health Centers trademarks.

- 6.2.6 Processing all written notifications of exclusion from the Settlement Class;
- 6.2.7 Providing reports and, no later than seven (7) days after the Opt-Out Deadline, a final report to Class Counsel and United Health Centers, that summarize the total number of written notifications of exclusion received;
- 6.2.8 Providing reports to Settlement Class Counsel and United Health Centers that set forth the number of Claim Forms received since the prior reporting period, and the total number of Claim Forms received to date;
- 6.2.9 Providing reports to Class Counsel and United Health Centers that set forth the number and amount of Claim Forms received since the prior reporting period, the total number and amount of Claim Forms received to date, and Reimbursement Forms permitted, and the number rejected;
- 6.2.10 In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and (iii) provides information on the number of Settlement Class Members who requested

Identity Theft Protection, and the total number of Settlement Class Members who submitted Reimbursement Claims;

6.2.11 Receiving and processing all Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Paragraph 4;

6.2.12 Reviewing, determining the validity of, and responding to Election and Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Paragraph 5;

6.2.13 Processing and transmitting distributions to Settlement Class Members in accordance with Paragraph 4;

6.2.14 Responding to any mailed or emailed Settlement Class Member inquiries; and

6.2.15 Performing any other function related to Settlement administration at the agreed-upon instruction of both Settlement Class Counsel and United Health Centers.

6.3 The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

6.4 The Settlement Fund shall be solely responsible for paying the Settlement Administrator for its settlement administration services related to the Settlement.

VII. NOTICE, OPT OUTS, AND OBJECTIONS

7.1 Within twenty-one (21) days of the Preliminary Approval Order, the Settlement Administrator shall distribute the Summary Notice, activate the Settlement Website and otherwise implement the Notice Program provided herein, using the forms of Notice substantially in the form attached as Exhibits A-C, as approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: (i) a description of the material terms of the Settlement; (ii) a date by which Settlement Class Members may exclude themselves from or "opt out" of the Settlement Class; (iii) a date by which Settlement Class Members may object to the Settlement;

(iv) the date upon which the Final Approval Hearing is scheduled to occur; (v) a description of the Settlement Consideration; (vi) a description of the process for submitting Forms; (vii) a description of the process for submitting Claims; (viii) the Deadlines; and (ix) the Internet address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and United Health Centers shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the United Health Centers logo or trademarks or the return address of United Health Centers, or otherwise be styled to appear to originate from United Health Centers.

7.2 The Notice shall include information about the benefits of the Settlement and the following information:

7.2.1 Claim Forms, and additional information regarding the credit monitoring offering, are available at the Settlement Website and in the Summary Notice;

7.2.2 The deadline for submitting Claims is forty-five days after the Notice Date.

7.3 The Notice shall include the procedure for Settlement Class Members to exclude themselves from the Settlement Class by providing written notice to the Settlement Administrator. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

7.4 The Notice shall include the procedure for Settlement Class Members to object to the Settlement and/or the Fee Application. Objections to the Settlement and/or Fee Application must comply with the procedures set forth in Paragraph 7.11.

7.5 For an objection to be considered by the Court, the objection must conform to the

specifications set forth in Paragraph 7.11.

7.6 Notice shall be provided to the Settlement Class by Summary Notice to each Settlement Class Member for whom United Health Centers or the Settlement Administrator can ascertain a mailing address with reasonable effort, through publication notice, and by posting the Long-Form Notice on the Settlement Website, pursuant to the terms of Paragraph 7. Notice shall be provided substantially in the forms attached as Exhibits A-C to this Agreement.

7.7 United Health Centers shall, within fifteen (15) days of the Execution Date, provide the Settlement Administrator with data files containing the identity, last known mailing, last known addresses of the Settlement Class Members (to the extent reasonably available). The Settlement Administrator shall run the mailing addresses through the National Change of Address Database or other similar data source and shall send the Summary Notice to Settlement Class Members at the identified US mail addresses under the provisions of this Agreement.

7.8 To supplement the direct notice efforts, A.B. Data will publish the Summary Notice in the following geographically targeted newspapers: *The Fresno Bee*, *Tulare Advance-Register*, and *Hanford Sentinel*. In addition to the print publication efforts, A.B. Data will execute digital ads through banner, text, and/or newsfeed ads placed via Google Display Networks and Google AdWords, and on the Google-affiliated social media platform YouTube. The digital ads will be specifically targeted to Settlement Class Members, utilizing the known contact information as provided by Defendant, and will also be geographically targeted to Fresno, Kings and Tulare counties in California. The digital ad campaign will run for 30 days to ensure ample time to deliver the targeted ads and drive potential Settlement Class Members to the settlement website. Finally, A.B. Data will disseminate a news release via *PR Newswire*'s California Newline distribution list to announce the Settlement. This news release will be distributed via *PR Newswire* to newsrooms, including those of print, broadcast, and digital websites across the state. The news release will also be translated into Spanish and published to Hispanic Newline of *PR Newswire* in the state of California to Hispanic media contacts and Hispanic news websites. A.B. Data anticipates that the additional notice efforts as described above, will increase the effectiveness of notice and help reach

any Settlement Class Members that do not have valid contact information as provided by Defendant.

7.9 By no later than twenty-one (21) days after the date of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated post office box address and the toll-free telephone number contemplated in Paragraphs 7.2.2-7.2.3.

7.10 Opt-Out Procedures

7.10.1 Each Settlement Class Member desiring to exclude himself from the Settlement and Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the designated Post Office box established for said purpose as set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Mass opt-outs are not permitted. To be effective, the written notice must be postmarked by the last date of the Opt-Out Period.

7.10.2 All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of the Settlement, nor be bound by the terms of this Agreement. Settlement Class Members who do not request to be excluded from the Settlement, except as otherwise ordered by the Court, shall be bound by the terms of this Agreement and Judgment entered thereon.

7.10.3 Any Settlement Class Member who opts out of the Settlement shall not have standing to object to the Settlement.

7.11 Objections Procedures

7.11.1 Any Settlement Class Member who does not elect to opt-out of the Settlement and who desires to object to the Settlement or the Fee Application shall file and serve such objections on or before the expiration

of the Objection Period, in the form provided in the Notice. Such objections must set forth:

- the name of the Action;
- the objector's full name, address, telephone number;
- a statement of the basis on which the objector claims to be a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection, and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
- the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing;
- a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative.

7.11.2 Except as otherwise ordered by the Court, any Settlement Class Member who fails to comply with the provisions of Paragraph 7.11 shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement or Fee Application, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

VIII. RELEASES AND DISMISSAL OF ACTION

8.1. As of the Effective Date, the Releasing Parties, shall automatically be deemed to

have released all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate in any way to: any exposure to unauthorized access of personal information, including health information, as a result of a data security incident affecting Defendant's computer network that occurred on or around August 28, 2021 (the "Data Security Incident"), or any conduct that was alleged or could have been alleged in the Action (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

8.2. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

8.3. As of the Effective Date, United Health Centers and all Released Parties agree to fully, completely, finally, and forever release, relinquish, and discharge Plaintiff and Class Counsel from all claims, known or unknown, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (provided, however, that this release, relinquishment, and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

8.4. Plaintiff and/or any Releasing Party may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of the Agreement, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described.

IX. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS

9.1. Class Counsel may file a Fee Application seeking an award of attorneys' fees and reimbursement of reasonable expenses of no more than one-third of the Total Settlement Fund, plus costs and a Service Award of \$5,000 to Plaintiff, all of which shall, if approved by the Court, be paid by the common fund created. Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement.

9.2. Class Counsel must file the Fee Application at least fourteen (14) days prior to the Objection Deadline.

X. TERMINATION OF SETTLEMENT

10.1. This Settlement may be terminated by either Plaintiff or United Health Centers by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and UNITED HEALTH CENTERS) after any of the following occurrences:

10.1.1. Settlement Class Counsel and United Health Centers agree to termination before the Effective Date;

10.1.2. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;

10.1.3 The Court refuses to grant Final Approval of this Agreement in any material respect;

10.1.4 Any appellate court modifies the Final Judgment or reverses it in any material respect; or

10.1.3. The Effective Date does not occur.

10.2. United Health Centers shall also have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days of its receipt from the Settlement Administrator of the final report, if more than 300 of the Settlement Class Members submit valid written notifications to exclude themselves from the

Settlement Class.

XI. EFFECT OF TERMINATION

11.1. The grounds upon which this Agreement may be terminated are set forth in Paragraph 11. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of United Health Centers' obligations under the Agreement shall cease to be of any force and effect, the amounts in the Settlement Administration Account, if any, shall be returned to United Health Centers; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. Either party may, at any time after the termination of this Agreement, move the Court to lift the stay of proceedings. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Plaintiff's right to seek class certification and United Health Centers' right to oppose class certification.

11.2. In the event of a termination as provided this this Agreement the Settlement Administrator shall return the balance, if any, of the Settlement Administration Account to United Health Centers within seven (7) days of receiving notice of the termination.

11.3. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XII. CONTACT WITH SETTLEMENT CLASS MEMBERS

12.1 Settlement Class Counsel recognizes that the Settlement Class includes current and former United Health Centers patients and Settlement Class Counsel consents to United Health Centers communicating with any Settlement Class Member, including in connection with the subject matter of this Settlement Agreement, provided the communication is not to discourage participation in the Settlement or the making of a Reimbursement Claim.

XIII. DISMISSAL OF THE ACTION

13.1. Plaintiff, on behalf of himself and the Settlement Class Members, consents to the entry of Final Judgment on this Settlement Agreement, fully resolving and adjudicating all claims brought in this Action.

XIV. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Stipulation and the Exhibits constitute the entire agreement among the Parties and supersede any prior agreements among the Parties with respect to the subject matter hereof. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

14.2. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

14.3. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

14.4 **Class Members Signatures.** It is agreed that it is impossible or impractical to have each Class Member execute this Agreement. The Notices will advise all potential Class Members of the binding nature of the Releases, Settlement Agreement, the Preliminary Approval Order, and the Final Order and Judgment; and each of those documents shall have the same force and effect as if each Class Member executed this Settlement Agreement.

14.5. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and

the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

13.5. Amendment. This Stipulation may be amended, modified, or waived only by a written instrument signed by counsel for all Parties hereto or their successors in interest or their duly authorized representatives.

13.6. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

13.7. Deadlines. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

13.8. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13.9 Confidentiality. To the extent permitted by law and any applicable Court rules, all agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and the Effective Date.

13.10 Destruction of Confidential Information.

13.10.1 Within three (3) days of the end of the Claims Period, Settlement Class Counsel shall return or destroy all confidential, non-public information obtained in connection with the Action and Agreement, and certify the same, if requested.

13.10.2 Within a year of the end of the Claims Period, the Settlement Administrator shall destroy the Class List and all information obtained or compiled from the Action or the settlement and provide written verification to United Health Centers' counsel, if requested.

13.11. Arm's-Length Negotiations. The Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13.12. Best Efforts. The Parties and their respective counsel of record agree that they will use their reasonable best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement).

13.13. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

13.14. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Paragraph 9, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

13.15. Time Periods. The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Settlement Class Counsel and United Health Centers' Counsel.

13.16. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California without regard to its choice of law principles.

13.17. No Construction Against Drafter. This Agreement shall be deemed to have been

drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

13.18. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the Parties' attorneys. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

13.19. Signatures. Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will constitute sufficient.

13.20. Notices. Notices in relation to this Agreement shall be provided to counsel of record for each party.

Date: May ___, 2022

By: _____
Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Narek Avestisyan

Date: May ___, 2022

By: _____
James Monagle
Mullen Coughlin, LLC
Attorneys for United Health Centers of the San
Joaquin Valley

Date: May ²⁶ ___, 2022

By: _____

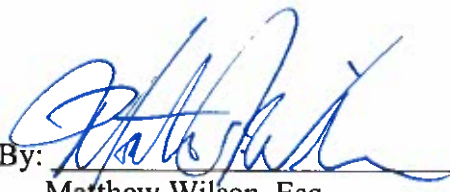
Narek Avestisyan

Date: May ___, 2022

By: _____
United Health Centers of San Joaquin Valley

Its: _____

Date: May 26, 2022

By: 
Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Narek Avestisyan

Date: May __, 2022

By: _____
James Monagle
Mullen Coughlin, LLC
Attorneys for United Health Centers of the San
Joaquin Valley

Date: May __, 2022

By: _____
Narek Avestisyan

Date: May __, 2022

By: _____
United Health Centers of San Joaquin Valley

Its: _____

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Matthew Wilson, Esq.
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James Monagle
Mullen Coughlin, LLC
Attorneys for United Health Centers of the San
Joaquin Valley

Date: May __, 2022

By: _____

Narek Avestisyan

Date: May 26, 2022

By: _____

United Health Centers of San Joaquin Valley

Its: PRESIDENT / CEO

Exhibit A

Postcard Notice

You are a person who was impacted by a Data Security Incident in the United States affecting United Health Centers of San Joaquin Valley's computer network that occurred on or around August 28, 2021.

Avestisyan v. United Health Centers of San Joaquin Valley
Settlement Administrator
P.O. Box XXXX
City, ST XXXXX-XXXX

*A STATE COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.*

XXX

[BARCODE]
[First Name] [Last Name]
[Address 1]
[Address 2]
[City], [ST] [Zip+4]

Why did I get this notice? A class action settlement agreement and release (“Settlement Agreement”) has been reached in a lawsuit entitled *Avestisyan v. United Health Centers of San Joaquin Valley*, No. 22-CEG-285, pending in the Fresno County Superior Court. The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of United Health Centers of San Joaquin Valley (“UHC”), personal information and protected health information stored by UHC, including names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information may have been compromised on or about August 28, 2021 (the “Data Security Incident”). UHC maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement.

Who Is Included? UHC’s records indicate you are included in the settlement as a Settlement Class Member because your information may have been involved in the Data Security Incident.

What are the Settlement Benefits?

- All persons potentially affected by the Incident, including Settlement Class Members, shall have the option to sign-up for the Settlement Offering and are being provided with three years of free credit monitoring and identity restoration services regardless of whether they otherwise exclude themselves from the settlement.
- Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$2,500.00 per Settlement Class Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on August 28, 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident.
- Any Settlement Class Member may submit a Claim for Non-Economic Losses fairly traceable to the Data Breach, up to \$500.00 per Settlement Class Member.

How Do I Receive Settlement Benefits? To enroll in the credit monitoring and identity restoration services, utilize the code and instructions indicated on the correspondence within this package. To receive the other Settlement Benefits, Settlement Class Members must submit a Claim Form to the Settlement Administrator by **DATE**. The forms are available at www.INSERTWEBSITE.com, by calling **1-PHONE NUMBER**, or by writing to the Settlement Administrator at **ADDRESS**. Both forms may be submitted through the Settlement Website or by mail to the Settlement Administrator.

What Are My Options? You can do nothing, enroll in the three years of free credit monitoring and identity restoration services, submit an Claim Form or a Reimbursement Form, or exclude yourself from the settlement. If you do nothing or submit a Claim or Reimbursement Form, your rights will be affected. You will not be able to sue UHC in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you will not receive the listed settlement benefits (except you may still enroll in the three years of credit monitoring and identity restoration services) —but you will keep your right to sue UHC in a separate lawsuit on the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. If you do not exclude yourself, you can object to the settlement, Class Counsel’s request for fees and expenses, or the Settlement Class Representative’s requests for service awards. *All Requests for Exclusion and Objections must be postmarked or filed in person by [exclusion/objection deadline].*

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **[TIME]**, on **DATE**, at the Fresno County Superior Court, 1100 Van Ness Ave., Fresno, CA 93724. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel’s request for attorneys’ fees and costs of up to \$562,674.78 and a service award of \$5,000 to the Settlement Class Representative that filed this lawsuit. If there are objections, the Court will consider them.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at www.INSERTWEBSITE.com.

EXHIBIT B

PUBLICATION NOTICE

Website:

If you were impacted by a Data Security Incident in the United States affecting

United Health Centers of San Joaquin Valley Computer Network



You May Be Eligible for Benefits from a Class Action Settlement

[websiteurl.com](#) [Learn More Here >](#)

Mobile:

If you were impacted by a Data Security Incident in the United States affecting

United Health Centers of San Joaquin Valley Computer Network

You May Be Eligible for Benefits from a Class Action Settlement

[websiteurl.com](#) [Learn More Here >](#)

Exhibit C

Long Form Notice

FRESNO COUNTY SUPERIOR COURT

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Avestisyan v. United Health Centers of San Joaquin Valley*, Civil Action No. 22-CEG-285 pending in the Fresno County Superior Court (“Lawsuit”). For the precise terms and conditions of the settlement, please see the settlement agreement available at www.WEBSITE.com, by contacting the Settlement Administrator at [REDACTED], or by accessing the Court docket in this case through the Court’s system at <https://public.courts.in.gov/mycase/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

*A state court authorized this notice. This is **not** a solicitation from a lawyer.*

- The lawsuit alleges that that as the result of a cyberattack by an unauthorized third party to certain computer systems of United Health Centers of San Joaquin Valley (“UHC”), personal information and protected health information stored by United Health Centers, including names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information may have been compromised on or about August 28, 2021 (the “Data Security Incident”). UHC maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement. UHC maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that UHC has violated any laws.
- If your information was potentially compromised in the Data Security Incident, you are a Settlement Class Member.
- **All Settlement Class Members shall have the option to sign-up for the Settlement Offering, and all persons potentially affected by the Data Security Incident including Settlement Class Members may enroll in three years of free credit monitoring and identity restoration services, regardless of whether such persons otherwise exclude themselves from the settlement.**
- **Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$2,500.00 per Settlement Class**

Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on August 28, 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident.

- **Any Settlement Class Member may submit a Claim for Non-Economic Losses fairly traceable to the Data Breach, up to \$500.00 per Settlement Class Member.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>SUBMIT A REIMBURSEMENT FORM</p> <p>DEADLINE: [DATE] SUBMIT ONE OR MORE</p>	<p>This is the only way for Settlement Class Members to request reimbursement of economic losses related to the Data Security Incident. If you submit a Reimbursement Form, you will give up the right to sue UHC in a separate lawsuit about the claims this Settlement resolves.</p>
<p>SUBMIT A NON-ECONOMIC LOSS CLAIM FORM</p> <p>DEADLINE: [DATE]</p>	<p>This is the only other way for Settlement Class Members to submit a claim for money that is not related to economic losses related to the Data Security Incident. If you submit an Claim Form, you will give up the right to sue UHC in a separate lawsuit about the claims this Settlement resolves.</p>
<p>DO NOTHING</p>	<p>Unless you exclude yourself, you are automatically part of this Settlement. Although you may enroll in <u>three years of free credit monitoring and identity restoration services without affecting your rights</u>, if you are a Settlement Class Member and do not submit an Claim Form or a Reimbursement Form, you will not receive anything from the settlement, and you will still give up the right to sue, continue to sue, or be part of another lawsuit against UHC about the legal claims resolved by this Settlement.</p>
<p>EXCLUDE YOURSELF</p> <p>DEADLINE: [DATE]</p>	<p>You will not receive any benefits from the Settlement, but you will not be bound by the terms of the Settlement, if approved by the Court. However, persons who exclude themselves from the Settlement may still enroll <u>in three years of free credit monitoring and identity restoration services</u>.</p>
<p>OBJECT:</p>	<p>If you do not exclude yourself from the Settlement Class, you</p>

DEADLINE: [DATE]	may object to the Settlement or to Class Counsel’s or the Class Representatives’ requests for Class Counsel fees or Service Awards, respectively.
GO TO A HEARING ON [DATE]	You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still must decide whether to approve the Settlement. No benefits will be provided, or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT WWW.INSERTWEBSITE.COM

TABLE OF CONTENTS

	PAGE
BASIC INFORMATION.....	6
• Why is this Notice being provided?	6
• What is this lawsuit about?	6
• Why is this a class action?	6
• Why is there a Settlement?	6
WHO IS IN THE SETTLEMENT.....	7
• How do I know if I am part of the Settlement?	7
• What if I am not sure whether I am included in the Settlement?.....	7
THE SETTLEMENT BENEFITS.....	7
• What benefits does the Settlement provide?.....	7
• Tell me more about enrollment in Equifax plan.	7
• Tell me more about reimbursement of economic costs.	8
•	
HOW TO GET SETTLEMENT BENEFITS.....	9
• How can I enroll in the Equifax plan?	9
• How do I obtain reimbursement of economic costs related to the Data Security Incident?	9
• When will I receive my reimbursement payment under the Settlement?	9
• What am I giving up as part of the Settlement?.....	10
THE LAWYERS REPRESENTING YOU	10
• Do I have a lawyer in the case?	10

- How will the lawyers be paid? 10

EXCLUDING YOURSELF FROM THE SETTLEMENT 10

- What does it mean to exclude myself from the Settlement? 10
- If I exclude myself, can I get anything from this Settlement? 10
- If I do not exclude myself, can I sue later?..... 11
- How do I exclude myself from the Settlement? 11

OBJECTING TO THE SETTLEMENT 11

- How do I tell the Court if I do not like the Settlement? 11
- What is the difference between objecting and asking to be excluded? 12

FINAL APPROVAL HEARING 12

- When and where will the Court decide whether to approve the Settlement? 12
- Do I have to come to the hearing?..... 12
- May I speak at the hearing? 13

IF YOU DO NOTHING..... 13

- What happens if I do nothing at all?..... 13

GETTING MORE INFORMATION 13

- How do I get more information about the proposed Settlement? 13

BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and Expenses and the Class Representatives' request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Judge Kristi Culver Kapetan of the Fresno Superior Court is overseeing this action, which is known as *Avestisyan v. United Health Centers of San Joaquin Valley*, Civil Action No. 22-CEG-285 ("Lawsuit"). The person that filed the lawsuit is called the "Plaintiff." United Health Centers of San Joaquin Valley is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of United Health Centers of San Joaquin Valley ("UHC"), personal information and protected health information stored by United Health Centers, including names, Social Security numbers, dates of birth, medical treatment information, health insurance information, and other information may have been compromised on or about August 28, 2021.

Plaintiff claims that UHC did not adequately protect personal information and that as a result of the Data Security Incident people were harmed. UHC denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiff (the class representative here), together with the people he represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representative is Narek Avestisyan.

Why is there a Settlement?

The Court has not decided in favor of Plaintiff or UHC. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

How do I know if I am part of the Settlement?

You are included in the Settlement Class if you are a member of the following:

All persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant's computer network that occurred on or around August 28, 2021.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class, or have any other questions about the Settlement, call the toll-free number, 1-800-PHONENUMBER. You also may write with questions to: INSERT SETTLEMENT ADMINISTRATOR INFO AND ADDRESS or go to www.INSERTWEBSITE.com.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

UHC will provide Settlement Class Members the following benefits under the Settlement: (1) the ability to immediately enroll in credit monitoring and identity restoration services for a of three years (available to all persons potentially affected by the Data Security Incident, including persons who exclude themselves from the settlement); (2) the opportunity for non-Economic Loss claims of up to \$500 per class member and (3) reimbursement of documented Economic Losses up to \$2,500.00 per Settlement Class Member, which are: (a) related to the Data Security Incident; (b) not otherwise reimbursable by another third party; (c) supported by required documentation; and (d) meets all requirements set forth in the Reimbursement Form and the Settlement Agreement.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.INSERTWEBSITE.com.

Tell me more about enrollment in the Credit Monitoring plan.

All persons potentially affected by the Data Security Incident, including Settlement Class Members or persons who excluded themselves from the settlement are entitled to immediately enroll in free credit monitoring and identity restoration services ("Credit Services") provided by Equifax for a period of three years, which will begin upon timely activation by the Class Member.

Credit Services Include:

- Credit Monitoring: Credit monitoring of Class Members' credit file for U.S. residents at all 3 major credit reporting agencies;
- Fraud Alerts

- Identity Restoration Services: Provide professional fraud resolution assistance to Class Members who experience identity theft or fraud. This includes assistance with disputing transactions, implementing fraud alerts, negotiating with banks, creditors, the IRS and other third parties, and preparing paperwork.

Credit Services provided by Equifax are being provided to all persons potentially affected by the Data Security Incident, including Settlement Class Members and those who exclude themselves from the settlement. Unique enrollment codes and related instructions are being provided within a letter accompanying the mailed notice of settlement sent to all Settlement Class Members. If you elect to receive Credit Services provided by Equifax, you must timely enroll using the enrollment code you were mailed, by following the enrollment instructions accompanying the code. If you have any questions regarding enrollment in the Credit Services, you may contact Equifax as indicated in the letter containing your enrollment code, or you may contact the Settlement Administrator

Tell me more about reimbursement of economic costs.

Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$2,500.00 per Settlement Class Member. Any Settlement Class Member whose Reimbursement Claim is rejected for failure to submit a claim within required time period may not submit a Claim for reimbursement under this process.

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Data Security Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Data Security Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Data Security Incident.

Tell me more about filing a claim for Non-Economic Losses

Reimbursement of Non-Economic Injury. Any Settlement Class Member may submit a Claim for their Non-Economic injury related to the Data Security Incident. Claims may be submitted electronically or in paper format.

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Non-Economic Injury related to the Data Security Incident must provide to the

Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; and (b) a statement signed under penalty of perjury indicating that: (i) the Non-Economic injury claimed is fairly traceable to the Data Security Incident.

HOW TO GET SETTLEMENT BENEFITS

How can I enroll in the Credit Services?

To receive the Credit Services from UHC, any person potentially affected by the Data Security Incident including Settlement Class Members and those who exclude themselves from the settlement must timely enroll in the Credit Services by using the unique enrollment code and related instructions sent by mail in a letter accompanying the settlement notice..

How do I obtain reimbursement of economic costs related to the Data Security Incident?

For reimbursement of documented Economic Losses related to the Data Security Incident that have not been reimbursed by Equifax or other third party, up to an aggregate total of \$2,500.00 in reimbursement per Settlement Class Member with a number not to exceed the \$1,638,000 available in the Settlement Fund before the payment of administration, attorneys fees and expenses, submit a Reimbursement Claim and provide documentation proving the economic costs as described above. You can get the Reimbursement Form at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator
ADDRESS
ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.INSERTWEBSITE.com.

How do I obtain reimbursement of non-economic injury related to the Data Security Incident?

For reimbursement of non-Economic Injury related to the Data Security Incident that have not been reimbursed by Equifax or other third party, up to \$500, not to exceed the \$1,638,000 available in the Settlement Fund before the payment of administration, attorneys fees and expenses, submit a claim form as described above. You can get the Claim Form at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator

ADDRESS

ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.INSERTWEBSITE.com.

When will I receive my reimbursement payment under the Settlement?

If you file a timely and valid Reimbursement Form or Claim Form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim. The Settlement Administrator will then issue a final decision on your claim.

Please ensure you provide a current, valid email address with your claim submission. If the email address you include with your Claim Form changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email notifying you of your Settlement Payment, you will be provided with a number of digital payment options such as debit card, PayPal, or a credit on Amazon.com, to immediately receive your Settlement Payment. At that time, you will also have the option to request that a paper check be mailed to you at the address provided in your Claim Form.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

What am I giving up as part of the Settlement?

Unless you exclude yourself, you cannot sue UHC or be part of any lawsuit against UHC about any of the issues in this Action. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Paragraph 8 of the Settlement Agreement. You will be releasing your claims against UHC and all related people as described in Paragraph 8.

The Settlement Agreement is available at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firms of Meyer Wilson, Paronich Law, P.C., and Turke & Strauss LLP, to represent you and the Settlement Class. These firms are called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel will ask the Court for UHC to pay for reasonable attorneys’ fees and expenses of up to \$562,674.78, and a Class Representative service award not to exceed \$5,000. The Court will decide the amount of attorneys’ fees, expenses, and service awards. Any attorneys’ fees, expenses, and service awards approved will be paid by UHC and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue UHC about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called “opting out” of the Settlement.

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

You may enroll in the Credit Services provided by Equifax regardless of whether you exclude yourself from the settlement. Otherwise, if you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

If I do not exclude myself, can I sue later?

Yes. If you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue UHC for all of the claims that this proposed Settlement resolves.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator’s designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Avestisyan v. United Health Centers of San Joaquin Valley*, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by and mailed to:

INSERT ADDRESS

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees and expenses, and/or the Settlement Class Representative' request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. The name of the Action;
2. Your full name, mailing address, telephone number, and e-mail address;
3. A statement of the basis on which you claim to be a Settlement Class Member;
4. A written statement of all grounds for your objection, accompanied by any legal support for the objection, and any evidence you wish to introduce in support of the objection;
5. The identity of all counsel, if any, representing you, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
8. Your signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Clerk of the Court, Fresno Superior Court, 1100 Van Ness Ave., Fresno, CA 93724 or; (b) filing the objection in person at Fresno Superior Court, 1100 Van Ness Ave., Fresno, CA 93724. Mailed objections must be filed or postmarked on or before the Objection Deadline, which is **[Objection Deadline]**.

What is the difference between objecting and asking to be excluded?

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows

your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m., on _____, at the Fresno Superior Court, 1100 Van Ness Ave., Fresno, CA 93724. 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 attorneys' fees and expenses, and the service awards. 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 expenses, and the service award. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, so if you wish to attend, it is recommended that you periodically check www.INSERTWEBSITE.com to confirm the date of the Final Approval Hearing.

Do I have to come to the hearing?

You do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the hearing?

Yes, you may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted above regarding how to object to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

Although you may timely enroll in the Credit Services provided by Equifax without affecting your rights, if you are a Settlement Class Member and you otherwise do nothing, you will be legally bound by the Settlement, but you will not receive any benefits related to the Data Security

Incident. You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against UHC about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described above.

GETTING MORE INFORMATION

How do I get more information about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.INSERTWEBSITE.com. You also may write with questions to the Settlement Administrator, at [EMAIL ADDRESS OR REAL \[ADDRESS\]](mailto:EMAIL ADDRESS OR REAL [ADDRESS]). You can access Reimbursement and Claim Forms and review additional documents on the Settlement Website. You can also request to receive Reimbursement and Claim Forms, a copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, [1-800-PHONENUMBER](tel:1-800-PHONENUMBER).

Exhibit D

Avestisyan v. United Health Centers of San Joaquin Valley

Civil Action No. 22-CEG-285

(Fresno County Superior Court)

REIMBURSEMENT FORM

Eligible Settlement Class Members may submit one or more Claims for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$2,500.00 per Settlement Class Member.

Additional information is contained in the Notice and the Settlement Agreement, both of which are available at www.INSERTWEBSITE.com or by calling 1-[PHONENUMBER](tel:PHONENUMBER).

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Data Security Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Data Security Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Settlement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Data Security Incident.

Settlement Class Members must submit this documentation along with the form required below through the Settlement Website, or by mailing it to the following address:

Avestisyan v. United Health Centers of San Joaquin Valley
SETTLEMENT ADMINISTRATOR
P.O. Box [XXXXX](#)
[City, State XXXXX-XXXX](#)

If you have any questions, call [1-PHONE NUMBER](tel:1-PHONE NUMBER) or go to www.INSERTWEBSITE.com for more information.

Deadline: All Claims must be submitted to the Settlement Administrator on or before [DATE](#).

CLAIMANT INFORMATION
Please Type or Print in the Boxes Below

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address (Street, PO Box, Suite or Office Number)

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Additional Information

Last Four Digits of Social Security Number

Email Address (optional)

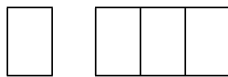
Telephone Number (optional)

I declare under penalty of perjury that:

- The economic loss I have claimed on this form is related to the Data Security Incident; and
- The total amount claimed has not been reimbursed by any other third party.

You may submit one or more reimbursement requests, but all of your requests cannot exceed an aggregate \$2,500. Only one (1) form is needed for multiple costs incurred from the Data Security Incident.

<p><u>Amount Requested:</u></p> <p>\$</p> <p>,</p> <p>.</p> <p>Documentary proof must be submitted to support your exact claim amount.</p>
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Please provide a brief description of economic loss requested in this Claim, as well as an explanation of how such losses are related to the Data Incident. (You may attach additional pages if necessary).

Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review. If your Reimbursement Form is incomplete, untimely, or contains false information, it may be rejected by the Settlement Administrator. If your claim is approved, you will be issued a payment using the email or street address you provide. This process takes time; please be patient.

REIMBURSEMENT FORMS MUST BE POSTMARKED NO LATER THAN [PARTIES TO INSERT DATE] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT [www.INSERTWEBSITE.com] OR MAIL THIS CLAIM FORM TO [SETTLEMENT ADMINISTRATOR, ADDRESS.]

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Exhibit E

1 **NON-ECONOMIC INJURY FORM**

2 Eligible Settlement Class Members may submit a claim for Non-Economic Injury related to the
3 Data Security Incident up to an aggregate total of \$500.00 per Settlement Class Member. **YOU DO**
4 **NOT HAVE TO SHOW ANY FINANCIAL LOSS TO MAKE A CLAIM FOR A NON-**
5 **ECONOMIC INJURY UNDER THIS SETTLEMENT.**

6 Additional information is contained in the Notice and the Settlement Agreement, both of which
7 are available at www.INSERTWEBSITE.com or by calling 1-[PHONENUMBER](tel:PHONENUMBER).

8 Settlement Class Members who wish to make a timely and properly supported Claim for
9 reimbursement of Non-Economic Injury related to the Data Security Incident must provide to the
10 Settlement Administrator the information required to evaluate the claim, including: (a) the
11 Claimant's name and current address; and (e) a statement signed under penalty of perjury indicating
12 that they are a member of the class.

13 Settlement Class Members must submit this documentation along with the form required below
14 through the Settlement Website, or by mailing it to the following address:

15 SETTLEMENT ADMINISTRATOR
16 [ADDRESS](#)
17 [ADDRESS](#)

18 If you have any questions, call [1-PHONE NUMBER](tel:1-PHONE NUMBER) or go to www.INSERTWEBSITE.com for more
19 information.

20 **Deadline:** All Claims must be submitted to the Settlement Administrator on or before **DATE**.

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CLAIMANT INFORMATION
Please Type or Print in the Boxes Below

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address (Street, PO Box, Suite or Office Number)

<input type="text"/>

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Additional Information

Last Four Digits of Social Security Number

<input type="text"/>

Email Address (optional)

<input type="text"/>

Telephone Number (optional)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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I declare under penalty of perjury that:

I provided my personal information to United Health Centers of San Joaquin Valley

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Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review. If your Reimbursement Form is incomplete, untimely, or contains false information, it may be rejected by the Settlement Administrator. If your claim is approved, you will issued a payment using the email or street address you provide. This process takes time; please be patient.

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REIMBURSEMENT FORMS MUST BE POSTMARKED NO LATER THAN [PARTIES TO
INSERT DATE] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT
www.INSERTWEBSITE.com OR MAIL THIS CLAIM FORM TO [SETTLEMENT
ADMINISTRATOR, ADDRESS.]

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Exhibit F

1 MEYER WILSON CO., LPA
2 Matthew R. Wilson, Esq. (SBN 290473)
3 mwilson@meyerwilson.com
4 Michael J. Boyle, Jr. (SBN 258560)
5 mboyle@meyerwilson.com
6 305 W. Nationwide Blvd
7 Columbus, OH 43215
8 PH: 614-224-6000
9 Fax: 614-224-6066

10 *Attorneys for Plaintiff and the Proposed Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF FRESNO**

13 NAREK AVETISYAN, on behalf of himself
14 and all others similarly situated,

15 Plaintiff,

16 v.

17 UNITED HEALTH CENTERS OF THE
18 SAN JOAQUIN VALLEY,

19 Defendant.

Case No. 22ECG00285

Assigned to: Hon. Kristi Culver Kapetan

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 14, 2022

Time: 3:30 pm

Dept. 403

Complaint Filed: January 20, 2022

Trial Date: None

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiff, Narek Avetisyan
3 and Defendant, United Health Centers of the San Joaquin Valley (“Defendant” or “UHC”), and
4 this Court having reviewed the Settlement Agreement and attachments thereto (“Agreement”),
5 executed by the Parties, and submitted to the Court with the Unopposed Motion for Preliminary
6 Approval of Class Action Settlement (“Motion”);

7 **IT IS HEREBY ORDERED** as follows:

8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
9 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted
10 to the Court with the Motion.

11 2. For purposes of the settlement, and conditioned upon the settlement receiving final
12 approval following the final approval hearing, this Court hereby conditionally certifies the
13 Settlement Class, defined as: “All persons subject to notification of this settlement, comprised
14 of any person whose personal information, which may include health information, was exposed
15 to unauthorized access as a result of a data security incident affecting Defendant’s computer
16 network that occurred on or around August 28, 2021.” Excluded from the Class are the Judge
17 presiding over this action and the Court staff, as well as those members of the Class who opt-out
18 from the settlement pursuant to the procedures set forth in the Agreement and this Preliminary
19 Approval Order.

20 3. The Court finds that, for the purposes of settlement: (a) the number of members of
21 the Class is no numerous that joinder is impracticable; (b) there are questions of law and fact
22 common to members of the Class; (c) the claims of the Plaintiff are typical of the claims of the
23 members of the Class; (d) the Plaintiff is an adequate representative for the Settlement Class, and
24 has retained experienced and adequate Class Counsel; (e) the questions of law and fact common
25 to the members of the Class predominate over any questions affecting any individual members of
26 the Class; and (f) a class action is superior to the other available methods for the fair and efficient
27 adjudication of the controversy.

1 4. For the purposes of settlement only, the Court finds and determines that Plaintiff
2 Narek Avetisyan will fairly and adequately represent the interests of the Class in enforcing their
3 rights in the action and appoints him as the class representative.

4 5. For purposes of settlement only, the Court appoints as Class Counsel the law firms
5 of Meyer Wilson Co., LPA, Paronich Law, P.C., and Turke & Strauss LLP.

6 6. AB Data, Ltd. Is appointed as Settlement Administrator. The Settlement
7 Administrator shall abide by the terms and conditions of the Agreement that pertain to the
8 Settlement Administrator.

9 7. The Final Approval Hearing Date shall be ____, **2022** at ____ **a.m./p.m** before the
10 Honorable Kristi Culver Kapetan in Department 403, Courtroom ____, 1130 "O" Street, Fresno,
11 California, to consider: (a) the fairness, reasonableness and adequacy of the proposed Agreement;
12 (b) any objections made by Class Members to the proposed Agreement; (c) whether the
13 Agreement should be finally approved by this Court; (d) Class Counsel's motion for attorneys'
14 fees and costs; (e) the motion seeking a service award for the Plaintiff as class representative; and
15 (f) such other matters as this Court may deem proper and necessary.

16 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
17 fourteen days before the deadline to object, which is 45 days after the deadline to send Notice to
18 the Class.

19 9. Class Counsel are to file and serve the Motion for Final Approval 14 days before
20 the Final Approval Hearing.

21 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits A-
22 C, and are hereby approved for the purpose of notifying the members of the Class of the proposed
23 settlement, the Final Approval Hearing date, and the rights of the members of the Class to exclude
24 themselves or object to the settlement, and shall be sent to the members of the Class substantially
25 in the forms approved. The parties may by mutual written consent make non-substantive changes
26 to the notices without Court approval. The costs of giving notice to the members of the Classes
27 will be paid from the Settlement Fund.

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1 11. The Settlement Administrator shall send Notice within 21 days after the entry of
2 this Preliminary Approval Order. The Long Form Notice shall be posted on the settlement website
3 created by the Settlement Administrator and be available on request made to the Settlement
4 Administrator.

5 12. Within seven days after the opt-out deadline, the Settlement Administrator shall
6 provide a report to the parties summarizing the total number of written notifications of exclusion
7 received and the total number of Claim Forms received.

8 13. The Notice, as set forth in Exhibits A-C to the Agreement and to be issued in the
9 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
10 under the circumstances, to apprise the members of the Class of the pendency of this action and
11 their right to participate in, object to, or exclude themselves from the settlement. This Court
12 further finds that the Notice, as set forth in Exhibits A-C to the Agreement, are sufficient notice
13 of the Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for
14 Fees, Costs, and Service Award, and other matters set forth in the Agreement, and that the Notice
15 set forth in Exhibits A-C of the Agreement fully satisfies the California Rules of Court and due
16 process of law, to all persons entitled thereto.

17 14. Settlement Class Members who wish to exclude themselves from the Settlement
18 Class for purposes of this Settlement may do so by submitting a request for exclusion to the
19 Settlement Administrator that is postmarked by 45 days after Notice is sent. The request for
20 exclusion must comply with the exclusion procedures set forth in the Settlement Agreement. Each
21 Settlement Class Member desiring to exclude him or herself from the Settlement Class shall
22 timely submit, by U.S. Mail, written notice of such intent to the designated address set forth in
23 the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement
24 Class and must be signed by the Settlement Class Member. A request for exclusion may not
25 request exclusion of more than one member of the Settlement Class. Each opt-out must be
26 individually signed; mass opt-outs are not permitted.

1 15. Any member of the Settlement Class who timely requests exclusion consistent
2 with these procedures may not file an objection to the Settlement and shall be deemed to have
3 waived any rights or benefits under this Settlement. Settlement Class Members who fail to submit
4 a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement
5 and the Final Judgment.

6 16. Any member of the Settlement Class who has not timely filed a request for
7 exclusion may object to the granting of final approval to the settlement. Settlement Class Members
8 may object on their own or may do so through separate counsel at their own expense.

9 17. Any written objection to the Settlement must include: (i) the name of the Action;
10 (ii) the objector's full name, address, telephone number, and e-mail address; (iii) a statement of
11 the basis on which the objector claims to be a Settlement Class Member; (iv) a written statement
12 of all grounds for the objection, accompanied by any legal support for the objection, and any
13 evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
14 (v) the identity of all counsel, if any, representing the objector, including any former or current
15 counsel who may claim entitlement to compensation for any reason related to the objection to the
16 Settlement or the Fee Application; (vi) a statement confirming whether the objector intends to
17 personally appear and/or testify at the Final Approval Hearing and the identification of any
18 counsel representing the objector who intends to appear at the Final Approval Hearing; (vii) a list
19 of any persons who will be called to testify at the Final Approval Hearing in support of the
20 objection; (viii) the objector's signature signed under oath and penalty of perjury or, if legally
21 incapacitated, the signature of their duly authorized representative (along with documentation
22 setting forth such legal incapacitation and representation) (an attorney's signature is not
23 sufficient); and (ix) must be submitted to the Court using the form provided in the Notice. either
24 by: (a) mailing it to the Clerk of the Court, or; (b) filing the objection in person with the Clerk of
25 the Court. To submit an objection, the objector must send a letter to the Court either by: (a)
26 mailing it to the Clerk of the Court, Fresno Superior Court, 1100 Van Ness Ave., Fresno, CA
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1 93724 or; (b) filing the objection in person at Fresno Superior Court, 1100 Van Ness Ave., Fresno,
2 CA 93724. Mailed objections must be filed or postmarked 45 days following the Notice Date.

3 18. Any member of the Settlement Class who fails to file and serve a timely written
4 objection in compliance with the requirements of this order and the Settlement Agreement shall
5 be deemed to have waived any objections and shall be foreclosed from making any objections
6 (whether by appeal or otherwise) to the Settlement.

7 19. All pretrial proceedings in this action are stayed and suspended until further order
8 of this Court, except such actions as may be necessary to implement the Agreement and this
9 Preliminary Approval Order.

10 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
11 disapproved by any court (including any appellate court), and/or not consummated for any reason,
12 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
13 purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that
14 class certification order, shall be automatically vacated upon notice of the same to the Court, the
15 Action shall proceed as though the Settlement Class had never been certified pursuant to this
16 Settlement Agreement and such findings had never been made, and the Action shall return to the
17 procedural posture on the day before the Settlement Agreement was executed, in accordance with
18 this paragraph.

19 21. For the benefit of the Class and to protect this Court's jurisdiction, this Court
20 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
21 in accordance with the settlement preliminarily approved herein and the related orders of this
22 Court.

23 22. The parties are directed to carry out their obligations under the Agreement.

24 23. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
25 parties or their counsel with seven days of receipt.

26 **Summary of Applicable Dates**

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- **Deadline to Send Notice to the Class:** 21 days after entry of Preliminary Approval/Notice Order.
- **Claims Deadline:** 45 days after the deadline to send Notice to the Class.
- **Objection Deadline:** 45 days after the deadline to send Notice to the Class.
- **Opt-Out Deadline:** 45 days after the deadline to send Notice to the Class.
- **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- **Deadline to Respond to Objections and Move for Final Approval:** 14 days before the Final Approval Hearing.
- **Final Approval Hearing Date:** _____, 2022 at ____ a.m./p.m. (no earlier than 30 days after the deadline to submit claims, opt-out, or object).

IT IS SO ORDERED

Dated: _____

The Honorable Kristi Culver Kapetan

EXHIBIT B

**IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

NAREK AVETISYAN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

UNITED HEALTH CENTERS OF THE SAN
JOAQUIN VALLEY,

Defendant.

Case No. 22CECG00285

Confirmatory Interrogatories

PROPOUNDING PARTY: Plaintiffs Narek Avetisyan

RESPONDING PARTY: Defendant United Health Centers of the San Joaquin Valley

SET NO.: One

DEFINITIONS:

1. “You” refers to Defendant United Health Centers of the San Joaquin Valley and any agents, officers, employees, investigators, attorneys, and anyone else acting or purporting to act on its behalf.

2. “Data breach” means the data security incident affecting your computer network that occurred on or around August 28, 2021.

3. “Personal Health Information” or “PHI” includes an individual’s name, address, zip code, date of birth, email address, Social Security number, medical record numbers, unique patient identification numbers, medical diagnosis or treatment information, admission or discharge dates, doctors’ names, or any other sensitive information required for medical treatment and billing at any of your facilities.

4. “Personally Identifying Information” or “PII” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be

linked, directly or indirectly, with a particular consumer or household.

5. “Policy” means any practice, procedure, directives, routine, rules, courses of conduct or code of conduct, written or unwritten, formal or informal, recorded or unrecorded, that you recognized, adopted, or issued.

6. Pursuant to Code of Civil Procedures section 2030.060(e), “identify” means to describe with sufficient particularity so as to permit Propounding Party to serve a deposition subpoena, and includes the name, title, employer, address (both the personal and business address, street number, street name, city, state, and zip code) and telephone number of the person or entity.

7. “Regarding,” “Refer to,” “Relate to,” “Reflect,” and any of their variant forms mean and include, concerning, reflecting, constituting, arising out of, in connection with, involving, evidencing, recording, or memorializing.

FIRST SET OF CONFIRMATORY INTERROGATORIES

INTERROGATORY NO. 1: Identify and describe any and all remedial steps You took during or following the Data Breach.

ANSWER:

INTERROGATORY NO. 2: Describe how and when You discovered the Data Breach.

ANSWER:

INTERROGATORY NO. 3: Describe how You identified the individuals affected by the Data Breach.

ANSWER:

INTERROGATORY NO. 4: Describe how You identified the PII and PHI impacted for each individual affected by the Data Breach.

ANSWER:

INTERROGATORY NO. 5: Identify and describe all changes You made or plan to make to Your policies, procedures, and practices for security of patients' PII and PHI.

ANSWER:

Respectfully submitted,

*/s/ Matthew R. Wilson*_____

MEYER WILSON CO., LPA
Matthew R. Wilson (SBN 290473)
mwilson@meyerwilson.com
Michael J. Boyle, Jr. (SBN 258560)
mboyle@meyerwilson.com
305 W. Nationwide Blvd.
Columbus, OH 43215
Telephone: (614) 224-6000
Facsimile: (614) 224-6066

TURKE & STRAUSS LLP
Samuel J. Strauss (*pro hac vice* to be filed)
sam@turkestrauss.com
Raina Borrelli (*pro hac vice* to be filed)
raina@turkestrauss.com
613 Williamson St., #201
Madison, WI 53703
P: (608) 237-1775

PARONICH LAW, P.C.
Anthony Paronich (*pro hac vice* to be filed)
anthony@paronichlaw.com
350 Lincoln St., Suite 2400
Hingham, MA 02043
P: (617) 485-0018

Attorneys for Plaintiff and the Proposed Class

EXHIBIT C

**IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

NAREK AVETISYAN, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

UNITED HEALTH CENTERS OF THE SAN
JOAQUIN VALLEY,

Defendant.

Case No. 22CECG00285

Confirmatory Requests for Production

PROPOUNDING PARTY: Plaintiffs Narek Avetisyan

RESPONDING PARTY: Defendant United Health Centers of the San Joaquin Valley

SET NO.: One

INSTRUCTIONS TO THE ANSWERING PARTY

1. Documents Requested: The Requests for Production set out herein call for all documents in Defendant's actual or constructive possession, custody, control or care, including, but not limited to, those documents in the actual or constructive possession, custody, control or care of any lawyer, agent or other representative of Defendant. If Defendant subsequently becomes aware of any document called for by the Requests set out herein, Defendant is requested to provide a copy of the document to counsel for propounding Plaintiff.

2. When responding to these Requests for Production, Defendant is requested to respond in writing and state as to each of the Requests: that there are such documents and they will be produced; that there are such documents but Defendant refuses to produce them because of a claim of privilege or for some other reason; or that there are no such documents as are requested by the particular request.

3. Documents Withheld: If any document is withheld under a claim privilege or

other protection, please provide a privilege log containing the following information:

- (a) The identity of the person(s) who prepared the document, who signed it, and over whose name it was sent or issued;
- (b) The identity of the person(s) to whom the document was directed;
- (c) The nature and substance of the document with sufficient particularity to enable the Court and Plaintiff to identify the document;
- (d) The date of the document;
- (e) The identity of the person who has custody of, or control over, the document and each copy thereof;
- (f) The identity of each person to whom copies of the documents were furnished;
- (g) The number of pages of the document;
- (h) The basis on which any privilege or other protection is claimed; and
- (i) Whether any non-privileged matter is included in the document.

4. Partial Production: If Defendant objects to a particular demand, or portion thereof, Defendant must produce all documents called for which are not subject to that objection. Similarly, whenever a document is not produced in full for some other reason, state with particularity the reason(s) it is not being produced in full, and describe, to the best of your knowledge, information and belief, and with as much particularity as possible, those portions of the document which are not produced.

5. Orderly Response: Please produce all responsive documents either as they are kept in the usual course of your affairs, or organize them in such a manner as will facilitate their identification with the particular Requests to which they are responsive.

DEFINITIONS:

1. “You” refers to Defendant United Health Centers of the San Joaquin Valley and any agents, officers, employees, investigators, attorneys, and anyone else acting or purporting to act on its behalf.

2. “Data breach” means the data security incident affecting your computer network

that occurred on or around August 28, 2021.

3. “Personal Health Information” or “PHI” includes an individual’s name, address, zip code, date of birth, email address, Social Security number, medical record numbers, unique patient identification numbers, medical diagnosis or treatment information, admission or discharge dates, doctors’ names, or any other sensitive information required for medical treatment and billing at any of your facilities.

4. “Personally Identifying Information” or “PII” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

5. “Policy” means any practice, procedure, directives, routine, rules, courses of conduct or code of conduct, written or unwritten, formal or informal, recorded or unrecorded, that you recognized, adopted, or issued.

6. Pursuant to Code of Civil Procedures section 2030.060(e), “identify” means to describe with sufficient particularity so as to permit Propounding Party to serve a deposition subpoena, and includes the name, title, employer, address (both the personal and business address, street number, street name, city, state, and zip code) and telephone number of the person or entity.

7. “Regarding,” “Refer to,” “Relate to,” “Reflect,” and any of their variant forms mean and include, concerning, reflecting, constituting, arising out of, in connection with, involving, evidencing, recording, or memorializing.

CONFIRMATORY REQUESTS FOR PRODUCTION

REQUEST NO. 1: All documents identifying your policies and procedures regarding the retention and safeguarding of PII and PHI from patients.

RESPONSE:

REQUEST NO. 2: All documents related to Your policies and procedures to prevent, detect, or remediate information security incidents, such as unauthorized access to or disclosure of PII and PHI.

RESPONSE:

REQUEST NO. 3: All documents related to Your data security awareness and training programs for members of Your workforce, including course materials, topics covered, agendas, notes, and presentations.

RESPONSE:

REQUEST NO. 4: Documents sufficient to show the number of individuals whose PII and PHI was compromised during the Data Breach and what types of PII and PHI was compromised for each individual.

RESPONSE:

REQUEST NO. 5: All documents regarding the remedial measures or compensation offered to putative class members as a result of the Data Breach.

RESPONSE:

Respectfully submitted,

/s/ Matthew R. Wilson

MEYER WILSON CO., LPA
Matthew R. Wilson (SBN 290473)
mwilson@meyerwilson.com

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TURKE & STRAUSS LLP
Samuel J. Strauss (*pro hac vice* to be filed)
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Attorneys for Plaintiff and the Proposed Class

EXHIBIT D

¿Hablas Español? (/es)

If you have questions about the Coronavirus (COVID-19), please click here. (/covid19)

Notice of Data Privacy Incident – Click here for more information. (/incident)

Notice of Data Privacy Incident

Updated: 11/19/21

ABOUT THE DATA PRIVACY INCIDENT

United Health Centers of the San Joaquin Valley (“UHC”) is making individuals aware of an incident that may affect the privacy of certain information. Although the investigation is ongoing at this time to attempt to determine what data was potentially affected so UHC may identify and provide notice directly to impacted individuals, UHC is providing notice of the event at this time so potentially affected individuals may take steps to protect their information, should they feel it appropriate to do so.

FREQUENTLY ASKED QUESTIONS

What Happened? On August 28, 2021, UHC experienced technical difficulties resulting in a disruption to certain computer systems. We promptly took steps to secure our systems and commenced an investigation into the nature and scope of the incident. UHC’s investigation determined on August 29, 2021 that the disruption was

caused by an encryption event. UHC worked expeditiously to restore our systems from available backups to avoid an interruption to patient care. UHC's electronic health record system was not impacted by the event.

On September 22, 2021, UHC learned that the unauthorized actor who conducted the encryption event posted certain UHC data to an unindexed internet website, which contains information relating to some UHC patients, including demographic information. UHC is currently working diligently, with the assistance of third-party subject matter experts, to confirm the type and scope of information affected, and the patients to whom the information relates. This effort is currently ongoing.

What Information Was Involved? While the investigation to determine the full scope of information affected is ongoing, the UHC systems involved in the incident contained the following types of information: demographic and clinical information such as names, addresses, dates of birth, Social Security numbers, diagnosis, provider and medication information.

What UHC is Doing. The security, confidentiality, and integrity of information within UHC's care is one of our highest priorities. Upon learning of the event, UHC immediately took steps to further secure our systems and investigate the event, restore from available backups so we could continue treating patients, and investigate the full scope of the incident. UHC will also be providing written notice directly to impacted individuals once UHC has completed our investigation and determined the full scope of impacted individuals and the information related to said individuals that may have been affected.

What You Can Do. UHC encourages individuals to remain vigilant against incidents of attempted identity theft and fraud by reviewing their account statements and explanation of benefits, and monitoring their free credit

reports for suspicious activity and to detect errors. You may also review and consider the information and resources outlined in the below section titled “Steps Individuals Can Take to Protect Their Personal Information.”

For More Information. If you have additional questions, please call the dedicated assistance line at 1 (844) 325-9095 (available 24 hours a day, 7 days a week). Individuals may also contact UHC by mail at 3875 W. Beechwood Ave., Fresno, CA 93722.

STEPS INDIVIDUALS CAN TAKE TO PROTECT THEIR PERSONAL INFORMATION

Monitor Accounts

Under U.S. law, a consumer is entitled to one free credit report annually from each of the three major credit reporting bureaus, Equifax, Experian, and TransUnion. To order a free credit report, individuals may visit www.annualcreditreport.com or call, toll-free, 1-877-322-8228. Individuals may also directly contact the three major credit reporting bureaus listed below to request a free copy of their credit report.

Consumers have the right to place an initial or extended “fraud alert” on their credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If an individual is a victim of identity theft, the individual is entitled to an extended fraud alert, which is a fraud alert lasting seven years. Should an individual wish to place a fraud alert, please contact any one of the three major credit reporting bureaus listed below.

As an alternative to a fraud alert, consumers have the right to place a “credit freeze” on a credit report, which will prohibit a credit bureau from releasing information in the credit report without the consumer’s express authorization. The credit freeze is designed to prevent credit, loans, and services from being approved in individuals’ names without their consent. However, individuals should be aware that using a credit freeze to take control over who gets access to the personal and financial information in their credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application individuals make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. Pursuant to federal law, individuals cannot be charged to place or lift a credit freeze on their credit report. To request a security freeze, individuals will need to provide the following information:

1. Full name (including middle initial as well as Jr., Sr., II, III, etc.);
2. Social Security number;
3. Date of birth;
4. Addresses for the prior two to five years;
5. Proof of current address, such as a current utility bill or telephone bill;
6. A legible photocopy of a government-issued identification card (state driver’s license or ID card, etc.); and
7. A copy of either the police report, investigative report, or complaint to a law enforcement agency concerning identity theft if an individual is a victim of identity theft.

Should an individual wish to place a fraud alert or credit freeze, please contact the three major credit reporting bureaus listed below:

Equifax	Experian
https://www.equifax.com/personal/credit-report-services/	https://www.experian.com
888-298-0045	1-888-397-3742

Equifax Fraud Alert, P.O. Box 105069 Atlanta, GA 30348-5069	Experian Fraud Alert, P.O. E 9554, Allen, TX 75013
Equifax Credit Freeze, P.O. Box 105788 Atlanta, GA 30348-5788	Experian Credit Freeze, P.C 9554, Allen, TX 75013

Additional Information

If any individuals had a username and password involved in this incident, we recommend those individuals change the password and any security question or answer for those account(s) immediately. If individuals reuse usernames and passwords for other online accounts, it is recommended those individuals change the password and any security question or answer for those online accounts, as well. Further, as a general precaution, individuals should never use the same password for more than one online account. When creating passwords, they should be complex and not contain personal information.

Individuals may further educate themselves regarding identity theft, fraud alerts, credit freezes, and the steps they can take to protect their personal information by contacting the consumer reporting bureaus, the Federal Trade Commission, or their state Attorney General. The Federal Trade Commission may be reached at: 600 Pennsylvania Avenue NW, Washington, DC 20580; www.identitytheft.gov; 1-877-ID-THEFT (1-877-438-4338); and TTY: 1-866-653-4261. The Federal Trade Commission also encourages those who discover that their information has been misused to file a complaint with them. Individuals can obtain further information on how to file such a complaint by way of the contact information listed above. Individuals have the right to file a police report if they ever experience identity theft or fraud. Please note that in order to file a report with law enforcement for identity theft, individuals will likely need to

provide some proof that they have been a victim. Instances of known or suspected identity theft should also be reported to law enforcement and the state Attorney General. This notice has not been delayed by law enforcement.

For District of Columbia residents, the District of Columbia Attorney General may be contacted at: 441 4th St. NW #1100 Washington, D.C. 20001; 202-727-3400; and oag@dc.gov.

For Maryland residents, the Maryland Attorney General may be contacted at: 200 St. Paul Place, 16th Floor, Baltimore, MD 21202; 1-410-528-8662 or 1-888-743-0023; and www.oag.state.md.us. UHC is located at 3875 West Beechwood Avenue, Fresno, CA 93722

For North Carolina residents, the North Carolina Attorney General may be contacted at: 9001 Mail Service Center, Raleigh, NC 27699-9001; 1-877-566-7226 or 1-919-716-6000; and www.ncdoj.gov.

For Rhode Island residents, the Rhode Island Attorney General may be reached at: 150 South Main Street, Providence, RI 02903; www.riag.ri.gov; and 1-401-274-4400. Under Rhode Island law, you have the right to obtain any police report filed in regard to this incident. There are no known Rhode Island residents impacted by this incident to date.

For New Mexico residents, you have rights pursuant to the Fair Credit Reporting Act, such as the right to be told if information in your credit file has been used against you, the right to know what is in your credit file, the right to ask for your credit score, and the right to dispute incomplete or inaccurate information. Further, pursuant to the Fair Credit Reporting Act, the consumer reporting bureaus must correct or delete inaccurate, incomplete, or unverifiable information; consumer reporting agencies may not report outdated negative information; access to your file is

limited; you must give your consent for credit reports to be provided to employers; you may limit "prescreened" offers of credit and insurance you get based on information in your credit report; and you may seek damages from violator. You may have additional rights under the Fair Credit Reporting Act not summarized here. Identity theft victims and active duty military personnel have specific additional rights pursuant to the Fair Credit Reporting Act. We encourage you to review your rights pursuant to the Fair Credit Reporting Act by visiting www.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf, or by writing Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

For New York residents, the New York Attorney General may be contacted at: Office of the Attorney General, The Capitol, Albany, NY 12224-0341; 1-800-771-7755; or <https://ag.ny.gov/>

Our Vision

"To improve the health and quality of life for the communities we serve."

Our Mission

"We are committed to the lifetime wellness of our communities by providing accessible, comprehensive quality health care to everyone with compassion and respect, regardless of ability to pay."



(<https://www.instagram.com/unitedhealthcenters/>)



(<https://www.facebook.com/unitedhealthcenter/>)



(<https://twitter.com/unitedhealthcen>) 

([https://www.youtube.com/channel/UCeY3R9-](https://www.youtube.com/channel/UCeY3R9-MCroLMlaHpnPpl4Q?view_as=subscriber)

[MCroLMlaHpnPpl4Q?view_as=subscriber](https://www.youtube.com/channel/UCeY3R9-MCroLMlaHpnPpl4Q?view_as=subscriber)) 

(<https://www.linkedin.com/company/united-health-centers>)

Useful Links

Appointments (</appointment>)

Careers (</workwithus>)

MyHealth Portal (<https://myhealth.unitedhealthcenters.org/>)

Health Insurance (</enrollment>)

Release of Information (</roi>)

UHC General Brochure

(<https://simplebooklet.com/uhcgeneralbrochure>)

WIC Program (</wic-program>)

HIPAA Policy (</hipaa>)

Employees

Email (<http://bit.ly/employee-email-login>)

Paylocity (<http://bit.ly/pay-employee>)

Employee Testimonials (/employee-testimonials)

Contact Us

800.492.4227 (tel:800-492-4227)

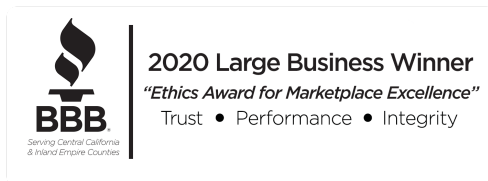
Locations (/findahealthcenter)

Contact Us (/contactus)

Administration Building:

3875 West Beechwood Avenue, Fresno, CA 93722

(<https://goo.gl/maps/1KHDBoohVmvy39rx5>)



This health center receives HHS funding and has Federal PHS deemed status with respect to certain health or health-related claims, including medical malpractice claims, for itself and its covered individuals.

*If you have a life-threatening emergency, please call 9-1-1.
For non-life-threatening emergencies after hours, please call 1-800-492-4227 (24 hours per day/365 days per year).*

*Para emergencias que amenazan la vida, llame al 911.
Para emergencias que no pongan en peligro la vida y servicios fuera del horario de atención, por favor llame al 800.492.4227 (24*

horas al día / 365 días al año).



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EXHIBIT E

MeyerWilson

The Martindale-Hubbell AV-rated law firm of Meyer Wilson Co., LPA, is devoted to prosecuting consumer and securities class actions, representing patients harmed by dangerous drugs and medical devices, and representing investors with claims against the securities industry. The firm prosecutes individual cases and class actions nationwide on behalf of individuals in arbitration and in court. Since its inception, Meyer Wilson has achieved jury verdicts, arbitration awards, and settlements with a combined value of hundreds of millions of dollars on behalf of its clients.

Meyer Wilson has prosecuted numerous nationwide class actions as court-appointed Lead and Co-Lead Class Counsel in federal and state courts throughout the country, including one class action that resulted in what is believed to be the largest jury verdict in Ohio's history at that time and was also reported to be the country's largest securities class action jury verdict in history. In that case, the firm's founding principal David Meyer was appointed Co-Lead Class Counsel action against Prudential Securities. The firm represented more than 250 investors from Marion, Ohio. The jury trial lasted several weeks and the jury returned a Plaintiffs' verdict in excess of \$261 million. The case was *Burns, et al. v. Prudential Securities, Inc.*, Case No. 99CV0438, in the Court of Common Pleas of Marion County, Ohio. The case was pending for more than seven years. Following an appeal, Class Members received in excess of 100% recovery of their actual losses, even after payment of attorneys' fees and expenses.

As part of its service to consumers, Meyer Wilson has been a leader in protecting the privacy interests of consumers and patients by holding corporations accountable for illegal and invasive mass calling campaigns, as well as data breaches and other similar violations.

Meyer Wilson has been appointed class counsel in numerous class actions that have resulted in significant recoveries. Successes in class actions matters in which Meyer Wilson served as Lead or Co-Lead counsel include:

- *Grogan v. Aaron's, Inc.*, No. 1:18-cv-2821-JPB (N.D. Ga.) (Class counsel in a nationwide class action alleging TCPA violations to non-customers. Final approval of the \$1.75 million settlement was approved in October 2020).
- *Brown & Szaller Co., LPA v. Waste Mgmt. of Ohio*, No. CV-16-859588 (Ohio C.P. Cuyahoga Cnty.) (Class counsel on behalf of business customers of Waste Management in Ohio, alleging overcharges. Class settlement of \$30.5 million was approved August 2020).
- *John Doe v. CVS Health Corp. et al.*, No. 2:18-cv-00488 (S.D. Ohio) (Class counsel in a class action alleging illegal disclosure of HIV status of patients as part of a mass mailing. Final approval, argued by Meyer Wilson principal

Matthew R. Wilson, of the \$4.4 million cash settlement was approved in February, 2020).

- *DeCapua v. MetLife Inc.*, No. 1:18-cv-00590-WES-LDA (D.R.I.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer text messages to cell phones. Court granted final approval to \$850,000 settlement on Sept. 3, 2021).
- *Woodrow v. Sagent Auto, LLC*, No. 2:18-cv-01054-JPS (E.D. Wisc.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval of the \$1.75 million settlement was approved in November 2019).
- *Rice-Redding et al. v. Nationwide Mut. Auto. Ins. Co.*, No. 1:16-cv-03634-TCB (N.D. Ga.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval of the \$5 million settlement was approved in August 2019).
- *Luster v. Wells Fargo Dealer Servs.*, No. 1:15-cv-1058 (N.D. Ga.) (Class Counsel in case alleging TCPA violations from autodialer debt collection calls to customers and non-customers in connection with auto loans. Final approval of the \$14.8 million cash settlement was granted December 2017).
- *Prather v. Wells Fargo Bank, N.A.*, No. 1:15-cv-4231 (N.D. Ga.) (Class Counsel in case alleging TCPA violations from autodialer debt collection calls to customers and non-customers in connection with student loans. Final approval of the \$2 million cash settlement was granted August 2017).
- *Cross v. Wells Fargo Bank, N.A.*, No. 1:15-cv-1270 (N.D. Ga.) (Class Counsel in nationwide class settlement of TCPA violations from autodialer calls to customers and non-customers in connection with deposit accounts. Final approval of \$30.6 million cash settlement was approved February 2017).
- *Markos v. Wells Fargo Bank, N.A.*, No. 1:15-cv-1156 (N.D. Ga.) (Class Counsel in nationwide class settlement of TCPA violations from autodialer debt collection calls to customers and non-customers in connection with mortgage accounts. Final approval of \$16.4 million cash settlement was approved in January 2017).
- *Smith v. State Farm, et al.*, No. 1:13-cv-02018 (N.D. Ill.) (Class Counsel in nationwide class settlement alleging TCPA violations from autodialer telemarketing calls by or on behalf of several large insurance companies to millions of cell phones. Final approval of approximately \$7 million cash settlement (with no claims process) was approved December, 2016).

- *Ossola, et al. v. American Express Co., et al.*, No. 1:13-CV-4836 (N.D. Ill.) (Class Counsel in nationwide class settlement alleging TCPA violations from autodialer calls to cell phones. Final approval of \$8.7 million cash settlement was approved December 2016).
- *Franklin v. Wells Fargo Bank, N.A.*, No. 14-cv-2349-MMA (S.D. Cal.) (Class Counsel in a nationwide class settlement of TCPA violations from autodialer calls to cell phones. Final approval, argued by Meyer Wilson principal Matthew R. Wilson, of the \$13.89 million cash settlement was approved in January 2016).
- *Bayat v. Bank of the West*, No. 3:13-cv-02376-EMC (N.D. Cal.) (Class Counsel in putative nationwide class alleging TCPA violations from autodialer calls to cell phones. Settlement of \$3.35 million cash settlement approved in April 2015).
- *Connor v. JPMorgan Chase Bank*, No. 10 CV 1284 DMS BGS (S.D. Cal. Mar. 12, 2012) (Class Counsel in nationwide class alleging TCPA violations from autodialer calls to cell phones. Settlement of \$11.67 million was granted final approval granted in early 2015).
- *In re Capital One Telephone Consumer Litig.*, No. 1:12-cv-10064 (N.D. Ill.) (Class Counsel in MDL proceeding involving autodialed and prerecorded message calls to cell phone by Capital One and several of its vendors in violation of the Telephone Consumer Protection Act. The case settled on a nationwide basis for over \$75.5 million, the largest TCPA settlement in the nearly 30-year history of that statute. Final approval, which was argued by Meyer Wilson principal Matthew R. Wilson, was granted in February 2015).
- *Mills v. HSBC Bank Nevada, N.A., et al.*, No. 3:12-cv-04010 (N.D. Cal.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. Final approval, which was argued by Meyer Wilson principal Matthew R. Wilson, of the \$39.975 million cash settlement was approved in February 2015).
- *Wannemacher v. Carrington Morg. Servs., LLC*, No. 8:12-cv-2016-FMO-AN (C.D. Cal.) (Co-Lead Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. On December 23, 2014, the Court approved the \$1.03 million class settlement).
- *Lazebnik v. Apple, Inc.*, No. 5:13-cv-04145-EJD (N.D. Cal.) (Co-Lead Class Counsel in nationwide class action alleging fraudulent marketing of a “season pass” of the television show *Breaking Bad* on Apple’s iTunes service. In response to the lawsuit, Apple provided a full credit to the entire proposed class. On October 21, 2014, the parties settled all remaining issues).

- *Yarger, et al. v. ING Bank FSB*, No. 1:11-cv-00154-LPS (D. Del.) (Co-Lead Class Counsel in nationwide class action alleging misrepresentations related to marketing of mortgage note modifications. A 10-state class was certified in 2012. On October 7, 2014, final approval, which was argued by Meyer Wilson principal Matthew R. Wilson, was granted to the \$20.3 million class settlement.).
- *Steinfeld v. Discover Fin. Servs.*, No. 3:12-cv-01118-JSW (N.D. Cal.) (Counsel for the class in action alleging TCPA violations from autodialer calls to the cell phones. On March 31, 2014, the court approved an \$8.7 million class settlement.).
- *Rose v. Bank of America Corp., et al.*, No.5:11-cv-2390 (N.D. Cal.) (Class Counsel in putative nationwide class action alleging TCPA violations from autodialer calls to cell phones. The \$32 million cash settlement, the largest TCPA class settlement ever at the time, was approved in 2014.).
- *Arthur v. Sallie Mae, Inc.*, No. C10-0198 (W.D. Wash) (Co-Lead Class Counsel in putative nationwide class action alleging TCPA violations from autodialer calls to the cell phones of borrowers who took out student loans with the national lender. The \$24.15 million nationwide settlement was granted final approval on September 17, 2012. It was, at the time, the largest TCPA settlement since that statute was enacted.).
- *Smith v. Regents of the Univ. of Cal.*, No. RG08-410004 (Cal. Sup. Ct., Alameda Cnty.) (Co-Lead Counsel in California statewide action alleging breaches of medical data privacy. In what was one of the first successful class action cases under California's Confidentiality of Medical Information statute, the class was certified on July 9, 2009, and the case was settled in late 2011).
- *Mack v. hh gregg, Inc., et al.*, No. 1:08-cv-664 (S.D. Ind.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement was granted final court approval on March 18, 2011.).
- *Kaiser-Flores v. Lowe's Home Centers, Inc.*, No. 5:08-CV-00045 (W.D.N.C.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement, including cash relief for class members, was granted final court approval on December 15, 2010.).
- *Frankle v. Best Buy Stores, L.P.*, No. 08-5501 (D. Minn.) (Co-Lead Counsel in putative class action involving alleged incorrect installation of dryers. Nationwide class settlement was granted final court approval on November 9, 2010.).

- *Sanbrook v. Office Depot, Inc.*, No. 07CV096374 (N.D. Cal.) (Co-Lead Class Counsel in California statewide certified class action involving misleading service plan terms and other related issues. The case settled for cash relief for class members, and was granted final approval by the Court on November 23, 2010.).
- *Stout v. Jeld Wen, Inc.*, No. 1:08-CV-652 (N.D. Ohio) (Lead Class Counsel in nationwide class action alleging defective windows. Final approval, argued by Meyer Wilson principal Matthew R. Wilson, was granted to the nationwide settlement on August 8, 2010.).
- *Fulford v. Logitech, Inc.*, No. 08-cv-02041 (N.D. Cal.) (Co-Lead Class Counsel in class action alleging deceptive advertising of a consumer product. The nationwide class action settlement was granted final court approval on March 5, 2010.).
- *Schweinfurth, et al. v. Motorola, Inc.*, No. 1:05-CV-0024 (N.D. Ohio) (Co-Lead Class Counsel in nationwide class action alleging defective cellular phones, resulting in nationwide settlement with cash relief for class members, approved by the Court on January 25, 2010.).
- *Steele v. Pergo, Inc.*, No. CV07-1493 (D. Oregon) (Lead Class Counsel in class action alleging defective laminate flooring. The nationwide settlement was granted final court approval, which was argued by Meyer Wilson principal Matthew R. Wilson, on July 7, 2009.).
- *Jenkins v. Hyundai Motor Fin. Co.*, Case No. 2:04-cv-00720 (S.D. Ohio) (Appointed Co-Lead Class Counsel in a certified class action alleging defective notices in connection with the repossession and subsequent disposition of vehicles. The case settled after certification, and was approved by the Court on July 7, 2009.).
- *Guisseppone v. Wendy's Int'l, Inc., et al.*, No. 08-CVC-4-6219 (Ohio Ct. C.P. Franklin Cnty.) (Liaison Counsel in the derivative and class action suit involving the sale of Wendy's to the parent company of Arby's. The nationwide class action settlement was approved by the Court on July 1, 2009.).
- *In Re Apple iPod Nano Prod. Liab. Litig.*, No. M: 06-cv-01754-RMW (N.D. Cal.) (Co-Lead Counsel in the Multi-District Litigation proceeding in which nationwide class actions allege that screens on Ipod Nanos were susceptible to excessive scratching under normal use and were therefore defective. A nationwide settlement of the related case in state court, including cash relief for consumers, was granted final approval by the Court on April 28, 2009.).

- *Health Science Prods. LLC. v. Sage Software SB, Inc.*, No. 1:05-CV-03329-RWS (N.D. Ga.) (Co-Lead Class Counsel in nationwide class action settlement involving allegedly defective software. Settlement included cash relief for Class Members. It was approved by the Court on April 24, 2008.).
- *Wiatrowski, et al. v. Sears, Roebuck & Co., et al.*, No. 1:06-CV-00637 (N.D. Ohio) (Co-Lead Counsel in a nationwide class action settlement that provided cash reimbursement of Class Members for out of pocket losses. The court granted final approval on December 20, 2007.).
- *Bowen, et al. v. Whirlpool Corp., et al.*, No. CV05-8067 (C.D. Cal.) (Co-Class Counsel in nationwide class action alleging defective water heaters. Final approval was granted in the nationwide class settlement on October 11, 2007.).
- *Opperman, et al. v. Cellco P'ship, et al.*, No. BC326764 (Cal. Sup. Ct. Los Angeles Cnty.) (Nationwide settlement approved in 2006. Provided, *inter alia*, for the option to return improperly marketed cellular telephone for a full refund of the purchase price and cancellation of a Class Member's contract without early termination penalties.).
- *Heitbrink, et al. v. eMachines*, No. G-4801-CI-200501229 (Ohio Ct. C.P. Lucas Cnty.) (Nationwide settlement provided cash relief for qualified Class Members for purchasers of defective notebook computers. The Court granted final approval on December 21, 2006.).
- *Martino, et al. v. Motorola, Inc.*, No. 03-CIV-1562 (Ohio Ct. C.P. Medina Cnty.) (Nationwide class action settlement provided relief valued in the millions of dollars and included cash reimbursement of Class Members for out of pocket losses. The Court granted final approval on March 2, 2005.).

Meyer Wilson currently serves as Class Counsel in numerous pending class actions throughout the country, including the following sample:

- *Beckman v. Robinhood Fin., LLC et al.*, No. 3:20-cv-01626 (N.D. Cal.) (Class Counsel in nationwide class action alleging online trading platform violated its duties to customers in allowing system to be shut down.).
- *Brown v. DIRECTVTV, LLC*, No. 2:12-cv-08382 (C.D. Cal.) (Class Counsel in nationwide class action alleging TCPA violations from autodialer calls to cell phones. The class was certified in this long-running case by the Court in March 2019).
- *Myers v. Marietta Memorial Hosp.*, No. 2:15-cv-2956 (S.D. Ohio) (Class counsel in a case alleging FLSA violations stemming from automatic lunch deduction programs. The class was certified by the Court in September, 2017).

- *Head v. Citibank, N.A.*, No. 3:18-cv-08189 (D. Ariz.) (Class Counsel in nationwide class action alleging TCPA violations from prerecorded calls to cell phones.).
- *Bowen v. Porsche Cars, N.A.*, No. 1:21-cv-00471 (N.D. Ga.) (Class Counsel in nationwide class action alleging product defects stemming from updates of automobile infotainment systems.).

DAVID P. MEYER is the founding principal of Meyer Wilson.

Mr. Meyer has been recognized as one of the top litigation attorneys in Ohio. Thomson Reuters named him one of the Top 100 lawyers in Ohio and one of the Top 50 in Columbus in 2012. He is also listed in Best Lawyers in America® in multiple categories and the American Trial Lawyers Association selected him as one of the Top 100 Trial Attorneys in Ohio.

Mr. Meyer has the honor of winning the largest jury verdict in Ohio history; a \$261 million class action verdict against Prudential Securities on behalf of 200 individuals.

Mr. Meyer has earned a national reputation for successfully representing investors who are victims of investment fraud. He has represented over eight hundred individual investors from all across the country in FINRA/NASD securities arbitration and litigation cases against all major brokerage firms and won verdicts, judgments and settlements of hundreds of millions of dollars in losses on their behalf.

He has also been appointed lead or co-lead counsel by state and federal courts throughout the country in numerous consumer class actions.

Mr. Meyer is a recognized authority on securities arbitration procedure and often serves as a guest lecturer on securities fraud and stockbroker malpractice. Numerous bar associations have invited him to speak to attorneys at educational seminars. Mr. Meyer also provides education to investor groups, accountants and other financial professionals concerning investor protection.

Mr. Meyer holds a business administration degree from Ohio University and a law degree and master's degree in tax law from Ohio's Capital University Law School. He is licensed to practice in the states of Ohio and Michigan.

MATTHEW R. WILSON is a principal attorney with the firm.

Mr. Wilson prosecutes the firm's class action cases. During the past 15 years, Mr. Wilson has served as court-appointed class counsel to more than thirty-five certified classes, in settlement or in litigation.

Mr. Wilson has been court-appointed class counsel in numerous privacy cases across the country, including cases in which the defendants were alleged to have made unauthorized calls and sent text messages to cellular telephones through the use of an automated telephone dialing system and/or an artificial or prerecorded voice, in violation of federal law. These class settlements - over the last few years alone - in which Mr. Wilson has been class counsel have provided over \$300 million in cash for consumers.

Several of Mr. Wilson's cases have resulted in nationwide settlements for consumers that are among the largest since the federal statute involving telephone privacy was enacted in 1991, including *In re: Capital One Telephone Consumer Protection Act Litigation*, 1:12-cv-10064 (N.D. Ill.) (\$75.5 million all-cash class settlement); *Wilkins v. HSBC Bank Nevada, N.A. et al.*, 1:14-cv-00190 (N.D. Ill.) (\$39.9 million all-cash class settlement); *Rose v. Bank of America Corp.*, 5:11-cv-02390-EJD (N.D. Cal.) (\$32 million all-cash class settlement); and *Arthur, et al. v. Sallie Mae, Inc.*, No. 10-cv-198-JLR (W.D. Wash.) (\$24.15 million all-cash class settlement).

In another matter, Mr. Wilson was co-lead counsel in *Yarger v. ING Bank, fsb*, 1:11-cv-00154-LPS (D. Del.), representing consumers who alleged that ING breached its promise to allow them to refinance their home mortgages for a fixed flat fee of \$500 or \$750, and instead charged a higher fee. In 2012, the court certified a class of consumers in ten states who purchased or retained an ING adjustable rate mortgage. In October 2014, the court approved a \$20.35 million all-cash class settlement.

In addition to Mr. Wilson's complex civil litigation practice, his pro bono services have included the representation of indigent criminal defendants in Sixth Circuit appeals in Criminal Justice Act cases, including one case in which the Sixth Circuit vacated the criminal sentence of Mr. Wilson's indigent client on appeal. See *United States v. Boards*, 202 Fed. Appx. 869 (6th Cir. 2006). He has been a frequent Interfaith Legal Services volunteer, where he has assisted low-income clients with all manner of legal difficulties, trying one such case to a state court jury. He is also a member of the National Association of Consumer Advocates, and has participated as a mentor in the Ohio Supreme Court Lawyer-to-Lawyer Mentoring Program.

Mr. Wilson graduated *magna cum laude*, Phi Beta Kappa, in Philosophy from Denison University in Granville, Ohio. He received his law degree from the University of Virginia Law School in Charlottesville, Virginia. He is admitted to practice in Ohio and California.

MICHAEL J. BOYLE, JR. is an attorney with the firm.

Mike Boyle prosecutes the firm's class action cases on behalf of consumers and patients.

Mr. Boyle was named a "Super Lawyer" in 2019 and 2020 by *Ohio Super Lawyers Magazine*. In 2014, 2016 and 2017, Mr. Boyle was named a "Rising Star."

Prior to joining the firm, Mr. Boyle clerked for the Honorable R. Guy Cole, Jr., a judge on the United States Court of Appeals for the Sixth Circuit during the 2011-2012 term. Mr. Boyle began his career with the international law firm Covington & Burling, LLP, in San Francisco. He also worked for the San Francisco firm Carroll Burdick & McDonough, LLP and the Columbus firm Carpenter Lipps & Leland, LLP. With these firms, Mr. Boyle handled a wide spectrum of legal cases, from nine-figure bankruptcies and insurance coverage actions to individual real estate disputes.

Mr. Boyle has also maintained a significant pro bono practice. In the aftermath of Hurricane Katrina, he volunteered with a free legal clinic run by Loyola University of New Orleans, in which he provided a wide range of services to displaced residents of Louisiana. Mr. Boyle also served with the San Francisco Bar Association's Legal Assistance project, providing free legal assistance to low income residents of the Bay Area.

Mr. Boyle attended the University of Pennsylvania School of Law, where he graduated with honors in 2008. He also served as a Senior Editor of the University of Pennsylvania Law Review, and was a finalist in the Keedy Cup Moot Court competition. Prior to law school, Mr. Boyle graduated with honors from Dominican University in River Forest, Illinois, with a focus on political theory. Mr. Boyle is a member of the California and Ohio bars.

LAYNE HILTON is an attorney with the firm.

Layne is an attorney with Meyer Wilson's Mass Tort Division. Layne graduated from Emory University School of Law, and earned a Bachelor of Arts degree in English Literature from Mount Holyoke College.

Prior to arriving at Meyer Wilson, Layne worked at a boutique law firm in New Orleans, representing insurance companies, managed care organizations and consumers in suits against pharmaceutical manufacturers alleging a variety of violations, including antitrust violations, conspiracy, and fraud violations of the Racketeering Influence and Corrupt Organizations (“RICO”) Act.

At this firm, Layne served on several committees as part of the Plaintiffs’ leadership teams in the Valsartan and Zantac multi-district litigations. Layne is a member of the Louisiana Bar Association, New Orleans Bar Association, the American Association for Justice and the Louisiana Association for Justice.

As part of the American Association of Justice, Layne has been appointed to serve on the Law School Committee, the International Law Committee, and the Diversity and Inclusion Committee. Layne currently serves as a regional coordinator for the American Association of Justice’s Student Trial Advocacy Competition.

COURTNEY WERNING is an attorney with the firm.

As an associate attorney with Meyer Wilson, Courtney Werning devotes her practice to the representation of investors who have claims against their investment advisors and brokerage firms. She also assists in prosecution of the firm's class action cases.

Ms. Werning joined Meyer Wilson as a law clerk in 2010. She graduated *magna cum laude* from Capital University Law School in 2012. While at Capital Law, she participated in Moot Court and coordinated the law school's pro bono legal volunteering program. She is a member of the Order of the Curia, as well as the Order of the Barristers for excellence in scholastic brief writing and oral advocacy.

Prior to joining Meyer Wilson, Ms. Werning interned at the Franklin County Municipal Court under the Honorable Anne Taylor, the Federal Public Defender's Office for the Southern District of Ohio, the Ohio State University Office of Legal Affairs, and the Parliament of Canada.

Ms. Werning has also regularly volunteered at the Interfaith Legal Clinic, a pro bono clinic that operates through the Legal Aid Society. Interfaith is a monthly clinic where low-income individuals with legal problems can meet with an attorney for free legal advice.

Ms. Werning is admitted to practice law in the state of Ohio. She is currently a member of the Public Investors Arbitration Bar Association (PIABA), the Central Ohio Association for Justice (COAJ), the Ohio Association for Justice (OAJ), and the Ohio State Bar Association (OSBA). Ms. Werning is an active participant in the Ohio Supreme Court Lawyer to Lawyer Mentoring Program.

JARED CONNORS is an attorney with the firm.

Mr. Connors has experience working on the firm's class action and securities arbitration cases. He joined Meyer Wilson as a law clerk in 2020 and started as an associate attorney in 2021 after being admitted to practice law in the State of Ohio.

Mr. Connors received his B.A., *magna cum laude*, in history from Northern Illinois University and graduated from The Ohio State University Moritz College of Law in 2021. During law school, he was an articles editor for the *Ohio State Law Journal* and won Best Brief at the 2019 Herman Moot Court Competition.

In addition, Mr. Connors is a member of the Ohio Association for Justice and the Ohio State Bar Association.

EXHIBIT F

Turke & Strauss LLP

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Our Firm

Turke & Strauss is a law firm based in Madison, Wisconsin that focuses on complex civil and commercial litigation with an emphasis on consumer protection, data privacy, data breach, employment, wage and hour, business, and real estate matters. The attorneys of Turke & Strauss have extensive experience in complex litigation, including class actions. The attorneys of Turke & Strauss have prosecuted a variety of multi-million-dollar consumer fraud, product defect, privacy, and antitrust class actions and served as class counsel in cases at the federal level. The defendants in these cases have included companies such as Wells Fargo Bank, N.A., LG Electronics U.S.A., Inc., The Clorox Company, Best Buy, Monsanto Company, Kimpton Hotel & Restaurant Group, LLC, Stearns Lending, LLC, Fiat Chrysler Automobiles, and American Power & Gas.

Our Cases

CONSUMER PROTECTION

Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

Walters v. Kimpton Hotel & Restaurant Group, LLP

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

Jones, et al. v. Monsanto Company (W.D. Mo.)

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021 and the case is currently on appeal to the United States Court of Appeals for the Eight Circuit.

Hudock, et al. v. LG Electronics U.S.A., Inc., et al. (D. Minn.)

Turke & Strauss represents two certified classes of consumers who paid a premium when purchasing televisions due to mislabeled product information. Plaintiffs filed this action against LG Electronics USA, Inc. and Best Buy alleging that certain LG LED televisions were marketed and advertised with misleading refresh rate specification. The case is currently on appeal to the United States Court of Appeals for the Eight Circuit.

Crawford, et al. v. FCA US LLC (E.D. Mich.)

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

Rolland, et al. v. Spark Energy, LLC (D.N.J.)

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly higher than the rates local utilities charge. This case is currently pending in the United States District Court for the District of New Jersey.

Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)

Turke & Strauss represents consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021 and is final approval is pending in the Superior Court for the State of Washington, King County.

Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)

Turke & Strauss represents consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021 and is final approval is pending in the Superior Court for the Commonwealth of Massachusetts, Suffolk County.

Benanav, et al. v. Healthy Paws Pet Insurance LLC (W.D. Wash.)

Turke & Strauss represents consumers who were deceived by Healthy Paws Pet Insurance, an insurance provider that markets and administers pet insurance policies, regarding the true cost of its pet insurance policies. Plaintiffs allege that purchasers of Healthy Paws Pet Insurance's policies found that their policy premiums increased drastically from year to year, at a rate far outpacing the

general costs of veterinary medicine, despite Healthy Paws Pet Insurance's representations to the contrary. This case is currently pending in the United States District Court for the Western District of Washington.

Klaehn, et al. v. Cali Bamboo, LLC (N.D. Cal.)

Turke & Strauss represents consumers who purchased Cali Bamboo's bamboo flooring that is subject to premature cracking, splitting, bowing, warping, and shrinking despite the company's representations that its product meets industry standards and has a 50-year warranty for consumer use. Plaintiffs allege violations of the California Legal Remedies Act and the California Unfair Competition Law as well as claims for breaches of implied and express warranty due to Cali Bamboo's defective bamboo flooring. This case is currently on appeal to the United States Court of Appeals for the Ninth Circuit.

DATA BREACH

Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently on appeal to the Wisconsin Court of Appeals.

Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)

Turke & Strauss represents a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in the Circuit Court of Walworth County, Wisconsin.

Kunkelman v. The Curators of The University of Missouri d/b/a MU Health Care (Mo. Cir. Ct., Boone Cty.)

Turke & Strauss represents a class of consumers whose personal health information, including names, dates of birth, social security numbers, medical record numbers, health insurance information, and treatment or clinical information, was compromised and stolen from University of Missouri Health Care. Many of these consumers have lost time and money responding to the data

breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in the Circuit Court of Boone County, Missouri.

DATA PRIVACY

Patterson v. Respondus University, et al. (N.D. Ill.) and Bridges v. Respondus University, et al. (N.D. Ill.)

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Both cases are currently pending in the United States District Court for the Northern District of Illinois.

Doe v. Elmhurst University (Il. Cir. Ct., Cook Cty.)

Turke & Strauss represents a class of Elmhurst University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that Elmhurst University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the Circuit Court of Cook County, Illinois.

Doe v. Northwestern University (N.D. Ill.)

Turke & Strauss represents a class of Northwestern University students located in the state of Illinois who were required to take exams using Respondus Monitor and Examity, which collect, use, and disclose students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that Northwestern University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

Duerr, et al. v. Bradley University (C.D. Ill.)

Turke & Strauss represents a class of Bradley University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiffs allege that Bradley University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public

policies. This case is currently pending in the United States District Court for the Central District of Illinois.

Powell v. DePaul University (N.D. Ill.)

Turke & Strauss represents a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

Doe v. Chamberlain University (Il. Cir. Ct., Cook Cty.)

Turke & Strauss represents a class of Chamberlain University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that Chamberlain University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the Circuit Court of Cook County, Illinois.

Fee v. Illinois Institute of Technology (N.D. Ill.)

Turke & Strauss represents a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

Harvey v. Resurrection University (N.D. Ill.)

Turke & Strauss represents a class of Resurrection University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleges that Resurrection University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public

policies. This case is currently pending in the United States District Court for the Northern District of Illinois.

TELEPHONE CONSUMER PROTECTION ACT

Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020, and final approval is pending in the United States District Court for the District of Massachusetts.

Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the District of Arizona.

Dickson v. Direct Energy, LP, et al. (N.D. Ohio)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Ohio.

Baldwin, et al. v. Miracle-Ear, Inc., et al. (D. Minn.)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the District of Minnesota.

Our Professionals

SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Turke & Strauss LLP. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Turke & Strauss in 2016, Mr. Strauss was an associate at Terrell Marshall Law Group in Seattle, Washington, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington and Wisconsin and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, and the United States District Court for the Northern District of Illinois.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 1:19-cv-12608-WGY (D. Mass.)
- *Patterson v. Respondus University, et al.*, Case No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, Case No. 1:21-cv-01785 (N.D. Ill.)
- *Doe v. Elmhurst University*, Case No. 2020L001400 (Il. Cir. Ct., DuPage Cty.)
- *Goodell, et al. v. Van Tuyl Group, LLC*, Case No. 2:20-cv-01657-JTT (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, Case No. 20-cv-01502 (JRT/HB) (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, Case No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Crawford, et al. v. FCA US LLC*, Case No. 2:20-cv-12341-SJM-DRG (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, Case No. 3:19-cv-01498-TWR-KSC (S.D. Cal.)
- *Jones, et al. v. Monsanto Company*, Case No. 4:19-cv-00102-BP (W.D. Mo.)

- *Dickson v. Direct Energy, LP, et al.*, Case No. 5:18-cv-00182-JRA (N.D. Ohio)
- *Rolland, et al. v. Spark Energy, LLC*, Case. No. 3:17-cv-02680-MAS-LHG (D.N.J.)
- *Evans v. American Power & Gas, LLC, et al.*, Case No. 2:17-cv-00515-EAS-EPD (S.D. Ohio)
- *Fowler, et al. v. Wells Fargo Bank, N.A.*, Case No. 4:17-cv-02092-HSG (N.D. Cal.)
- *Wilkins, et al. v. HSBC Bank Nevada, N.A., et al.*, Case No. 1:14-cv-00190 (N.D. Ill.)
- *Ott, et al. v. Mortgage Investors Corporation*, Case No. 3:14-cv-00645-ST (D. Or)
- *Booth, et al. v. AppStack, et al.*, Case No. 2:13-cv-01533-JLR (W.D. Wash.)
- *Melito, et al. v. American Eagle Outfitters, Inc.*, Case No. 1:14-cv-02440-VEC (S.D.N.Y.)
- *Spencer v. FedEx Ground Package System, Inc.*, Case No. 14-2-30110-3 SEA (Wa. Sup. Ct., King Cty.)

MARY C. TURKE

Mary C. Turke is a founding member of Turke & Strauss. Ms. Turke concentrates her practice in civil and commercial litigation. Ms. Turke regularly prosecutes consumer class actions, including those involving violations of the Illinois Biometric Information Privacy Act and the Telephone Consumer Protection Act. Mr. Turke has extensive experience representing parties in multi-national disputes in both state and federal courts throughout the United States.

Ms. Turke received her J.D. *cum laude* from the University of Wisconsin Law School, Order of the Coif, in 1996. Prior to forming Turke & Strauss in May 2016, Ms. Turke was the managing partner of the Madison, Wisconsin, office of Michel Best & Friedrich LLP, where she practiced civil litigation. Ms. Turke is an active member of the Wisconsin State Bar. Ms. Turke has repeatedly been named to the annual Wisconsin Super Lawyers list (2011-2020) by SuperLawyers Magazine as well as The Best Lawyers in America® list (2013-2020) by Woodward/White, Inc. In 2017, shortly after forming Turke & Strauss, Ms. Turke received the Legal Innovator Award from the Wisconsin State Bar.

Ms. Turke is a member of the Wisconsin State Bar and has been admitted to practice in the United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the District of Colorado, and the United States Court of Appeals for the Seventh Circuit.

In recent years, Ms. Turke has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Patterson v. Respondus University, et al.*, Case No. 1:20-cv-07692 (N.D. Ill.)
- *Reetz v. Advocate Aurora Health, Inc.*, Case No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, Case No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 1:19-cv-12608-WGY (D. Mass.)
- *Doe v. Elmhurst University*, Case No. 2020L001400 (Ill. Cir. Ct., DuPage Cty.)
- *Goodell, et al. v. Van Tuyl Group, LLC*, Case No. 2:20-cv-01657-JTT (D. Az.)
- *Doe v. Northwestern University*, Case No. 1:21-cv-01579 (N.D. Ill.)
- *Duerr, et al. v. Bradley University*, Case No. 1:21-cv-01096-SLD-JEH (C.D. Ill.)

- *Bridges v. Respondus University, et al.*, Case No. 1:21-cv-01785 (N.D. Ill.)
- *Powell v. DePaul University*, Case No. 1:21-cv-03001 (N.D. Ill.)
- *Doe v. Chamberlain University*, Case No. 2021CH01183 (Ill. Cir. Ct., Cook Cty.)
- *Fee v. Illinois Institute of Technology*, Case No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, Case No. 1:21-cv-03203 (N.D. Ill.)

RAINA C. BORRELLI

Raina C. Borrelli is a partner at Turke & Strauss whose practice focuses on complex class action litigation, including data-breach, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to joining Turke & Strauss, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of pro bono legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Patterson v. Respondus University, et al.*, Case No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, Case No. 1:21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, Case No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Baldwin v. Miracle-Ear, Inc.*, Case No. 20-cv-01502 (JRT/HB) (D. Minn.)
- *Reetz v. Advocate Aurora Health, Inc.*, Case No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, Case No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Kunkelman v. Curators of the University of Missouri, d/b/a MU Health Care*, Case No. 21BA-CV00182 (Mo. Cir. Ct., Boone Cty.)
- *Baldwin v. Nat'l Western Life Ins. Co.*, Case No. 21-cv-04066-WJE (W.D. Mo.)

- *Reese v. Teen Challenge Training Center, Inc.*, Case No. 00093 (Philadelphia Ct. Common Pleas)
- *Doe v. Northwestern University*, Case No. 1:21-cv-01579 (N.D. Ill.)
- *Duerr, et al. v. Bradley University*, Case No. 1:21-cv-01096-SLD-JEH (C.D. Ill.)
- *Bridges v. Respondus University, et al.*, Case No. 1:21-cv-01785 (N.D. Ill.)
- *Powell v. DePaul University*, Case No. 1:21-cv-03001 (N.D. Ill.)
- *Doe v. Chamberlain University*, Case No. 2021CH01183 (Ill. Cir. Ct., Cook Cty.)
- *Fee v. Illinois Institute of Technology*, Case No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, Case No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, Case No. 16-md-02744 (E.D. Mich.)
- *Zeiger v. WellPet LLC*, Case No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, Case No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, Case No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, Case No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, Case No. 15-cv-00371 (M.D. Pa.)
- *Gorzynski v. Electrolux Home Products, Inc.*, Case No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, Case No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, Case No. 19-cv-11745 (E.D. Mich.).

ALEX S. PHILLIPS

Alex Phillips is an associate at Turke & Strauss. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Reetz v. Advocate Aurora Health, Inc.*, Case No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 1:19-cv-12608-WGY (D. Mass.)
- *Hudock v. LG Electronics USA, Inc.*, Case No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, Case No. 5:18-cv-00182-JRA (N.D. Ohio)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, Case No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, Case No. 3:19-cv-01498-TWR-KSC (S.D. Cal.)
- *Sundermann v. Ryan Rolf*, Case No. 4:19-cv-00140-RP-CFB (S.D. Iowa)
- *Rugg v. Johnson & Johnson Consumer, Inc.*, Case No. 5:17-cv-05010-BLF (N.D. Cal.)
- *Mackey v. IDT Energy, Inc.*, Case No. 1:18-cv-06756 (N.D. Ill.)

ZOG BEGOLLI

Zog Begolli is an associate at Turke & Strauss. Mr. Begolli concentrates his practice in complex class action litigation, with an emphasis on cases involving the Telephone Consumer Protection Act, the Illinois Biometric Information Privacy Act, various states' consumer protection acts, and financial industry regulations.

Mr. Begolli received his J.D. from the University of Wisconsin School of Law in 2017 and is an active member of the Wisconsin State Bar. During law school, Mr. Begolli was a member of the University of Wisconsin Law and Entrepreneurship Clinic, which provides legal services to nascent entrepreneurs and early stage companies.

In recent years, Mr. Begolli has been actively involved in a number of complex class action matters in state and federal courts including:

- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, Case No. 1:19-cv-12608-WGY (D. Mass.)
- *Patterson v. Respondus University, et al.*, Case No. 1:20-cv-07692 (N.D. Ill.)
- *Reetz v. Advocate Aurora Health, Inc.*, Case No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, Case No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, Case No. 00093 (Philadelphia Ct. Common Pleas)
- *Baldwin v. Miracle-Ear, Inc.*, Case No. 20-cv-01502 (JRT/HB) (D. Minn.)
- *Crawford, et al. v. FCA US LLC*, Case No. 2:20-cv-12341-SJM-DRG (E.D. Mich.)
- *Hudock v. LG Electronics USA, Inc.*, Case No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, Case No. 3:19-cv-01498-TWR-KSC (S.D. Cal.)
- *Fowler, et al. v. Wells Fargo Bank, N.A.*, Case No. 4:17-cv-02092-HSG (N.D. Cal.)

EXHIBIT G

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10 *Attorneys for Plaintiff and the Proposed Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF FRESNO**

13 NAREK AVETISYAN, on behalf of himself
14 and all others similarly situated,

15 Plaintiff,

16 v.

17 UNITED HEALTH CENTERS OF THE
18 SAN JOAQUIN VALLEY,

19 Defendant.

Case No. 22CECG00285

Assigned to: Hon. Kristi Culver Kapetan

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 14, 2022

Time: 3:30 pm

Dept. 403

Complaint Filed: January 20, 2022

Trial Date: None

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiff, Narek
3 Avetisyan and Defendant, United Health Centers of the San Joaquin Valley (“Defendant” or
4 “UHC”), and this Court having reviewed the Settlement Agreement and attachments thereto
5 (“Agreement”), executed by the Parties, and submitted to the Court with the Unopposed Motion
6 for Preliminary Approval of Class Action Settlement (“Motion”);

7 **IT IS HEREBY ORDERED** as follows:

8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
9 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted
10 to the Court with the Motion.

11 2. For purposes of the settlement, and conditioned upon the settlement receiving final
12 approval following the final approval hearing, this Court hereby conditionally certifies the
13 Settlement Class, defined as: “All persons subject to notification of this settlement, comprised
14 of any person whose personal information, which may include health information, was exposed
15 to unauthorized access as a result of a data security incident affecting Defendant’s computer
16 network that occurred on or around August 28, 2021.” Excluded from the Class are the Judge
17 presiding over this action and the Court staff, as well as those members of the Class who opt-out
18 from the settlement pursuant to the procedures set forth in the Agreement and this Preliminary
19 Approval Order.

20 3. The Court finds that, for the purposes of settlement: (a) the number of members of
21 the Class is no numerous that joinder is impracticable; (b) there are questions of law and fact
22 common to members of the Class; (c) the claims of the Plaintiff are typical of the claims of the
23 members of the Class; (d) the Plaintiff is an adequate representative for the Settlement Class,
24 and has retained experienced and adequate Class Counsel; (e) the questions of law and fact
25 common to the members of the Class predominate over any questions affecting any individual
26 members of the Class; and (f) a class action is superior to the other available methods for the fair
27 and efficient adjudication of the controversy.

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1 4. For the purposes of settlement only, the Court finds and determines that Plaintiff
2 Narek Avetisyan will fairly and adequately represent the interests of the Class in enforcing their
3 rights in the action and appoints him as the class representative.

4 5. For purposes of settlement only, the Court appoints as Class Counsel the law firms
5 of Meyer Wilson Co., LPA, Paronich Law, P.C., and Turke & Strauss LLP.

6 6. AB Data, Ltd. Is appointed as Settlement Administrator. The Settlement
7 Administrator shall abide by the terms and conditions of the Agreement that pertain to the
8 Settlement Administrator.

9 7. The Final Approval Hearing Date shall be ____, **2022** at ____ **a.m./p.m** before the
10 Honorable Kristi Culver Kapetan in Department 403, Courtroom ____, 1130 "O" Street, Fresno,
11 California, to consider: (a) the fairness, reasonableness and adequacy of the proposed
12 Agreement; (b) any objections made by Class Members to the proposed Agreement; (c) whether
13 the Agreement should be finally approved by this Court; (d) Class Counsel's motion for
14 attorneys' fees and costs; (e) the motion seeking a service award for the Plaintiff as class
15 representative; and (f) such other matters as this Court may deem proper and necessary.

16 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
17 fourteen days before the deadline to object, which is 45 days after the deadline to send Notice to
18 the Class.

19 9. Class Counsel are to file and serve the Motion for Final Approval 14 days before
20 the Final Approval Hearing.

21 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits A-
22 C, and are hereby approved for the purpose of notifying the members of the Class of the proposed
23 settlement, the Final Approval Hearing date, and the rights of the members of the Class to
24 exclude themselves or object to the settlement, and shall be sent to the members of the Class
25 substantially in the forms approved. The parties may by mutual written consent make non-
26 substantive changes to the notices without Court approval. The costs of giving notice to the
27 members of the Classes will be paid from the Settlement Fund.

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1 11. The Settlement Administrator shall send Notice within 21 days after the entry of
2 this Preliminary Approval Order. The Long Form Notice shall be posted on the settlement
3 website created by the Settlement Administrator and be available on request made to the
4 Settlement Administrator.

5 12. Within seven days after the opt-out deadline, the Settlement Administrator shall
6 provide a report to the parties summarizing the total number of written notifications of exclusion
7 received and the total number of Claim Forms received.

8 13. The Notice, as set forth in Exhibits A-C to the Agreement and to be issued in the
9 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
10 under the circumstances, to apprise the members of the Class of the pendency of this action and
11 their right to participate in, object to, or exclude themselves from the settlement. This Court
12 further finds that the Notice, as set forth in Exhibits A-C to the Agreement, are sufficient notice
13 of the Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion
14 for Fees, Costs, and Service Award, and other matters set forth in the Agreement, and that the
15 Notice set forth in Exhibits A-C of the Agreement fully satisfies the California Rules of Court
16 and due process of law, to all persons entitled thereto.

17 14. Settlement Class Members who wish to exclude themselves from the Settlement
18 Class for purposes of this Settlement may do so by submitting a request for exclusion to the
19 Settlement Administrator that is postmarked by 45 days after Notice is sent. The request for
20 exclusion must comply with the exclusion procedures set forth in the Settlement Agreement.
21 Each Settlement Class Member desiring to exclude him or herself from the Settlement Class
22 shall timely submit, by U.S. Mail, written notice of such intent to the designated address set forth
23 in the Notice. The written notice must clearly manifest the intent to be excluded from the
24 Settlement Class and must be signed by the Settlement Class Member. A request for exclusion
25 may not request exclusion of more than one member of the Settlement Class. Each opt-out must
26 be individually signed; mass opt-outs are not permitted.

27 15. Any member of the Settlement Class who timely requests exclusion consistent
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1 with these procedures may not file an objection to the Settlement and shall be deemed to have
2 waived any rights or benefits under this Settlement. Settlement Class Members who fail to
3 submit a valid and timely request for exclusion shall be bound by all terms of the Settlement
4 Agreement and the Final Judgment.

5 16. Any member of the Settlement Class who has not timely filed a request for
6 exclusion may object to the granting of final approval to the settlement. Settlement Class
7 Members may object on their own or may do so through separate counsel at their own expense.

8 17. Any written objection to the Settlement must include: (i) the name of the Action;
9 (ii) the objector's full name, address, telephone number, and e-mail address; (iii) a statement of
10 the basis on which the objector claims to be a Settlement Class Member; (iv) a written statement
11 of all grounds for the objection, accompanied by any legal support for the objection, and any
12 evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
13 (v) the identity of all counsel, if any, representing the objector, including any former or current
14 counsel who may claim entitlement to compensation for any reason related to the objection to
15 the Settlement or the Fee Application; (vi) a statement confirming whether the objector intends
16 to personally appear and/or testify at the Final Approval Hearing and the identification of any
17 counsel representing the objector who intends to appear at the Final Approval Hearing; (vii) a
18 list of any persons who will be called to testify at the Final Approval Hearing in support of the
19 objection; (viii) the objector's signature signed under oath and penalty of perjury or, if legally
20 incapacitated, the signature of their duly authorized representative (along with documentation
21 setting forth such legal incapacitation and representation) (an attorney's signature is not
22 sufficient); and (ix) must be submitted to the Court using the form provided in the Notice. either
23 by: (a) mailing it to the Clerk of the Court, or; (b) filing the objection in person with the Clerk
24 of the Court. To submit an objection, the objector must send a letter to the Court either by: (a)
25 mailing it to the Clerk of the Court, Fresno Superior Court, 1100 Van Ness Ave., Fresno, CA
26 93724 or; (b) filing the objection in person at Fresno Superior Court, 1100 Van Ness Ave.,
27 Fresno, CA 93724. Mailed objections must be filed or postmarked 45 days following the Notice
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1 Date.

2 18. Any member of the Settlement Class who fails to file and serve a timely written
3 objection in compliance with the requirements of this order and the Settlement Agreement shall
4 be deemed to have waived any objections and shall be foreclosed from making any objections
5 (whether by appeal or otherwise) to the Settlement.

6 19. All pretrial proceedings in this action are stayed and suspended until further order
7 of this Court, except such actions as may be necessary to implement the Agreement and this
8 Preliminary Approval Order.

9 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
10 disapproved by any court (including any appellate court), and/or not consummated for any
11 reason, or the Effective Date for any reason does not occur, the order certifying the Settlement
12 Class for purposes of effectuating the Settlement, and all preliminary and/or final findings
13 regarding that class certification order, shall be automatically vacated upon notice of the same
14 to the Court, the Action shall proceed as though the Settlement Class had never been certified
15 pursuant to this Settlement Agreement and such findings had never been made, and the Action
16 shall return to the procedural posture on the day before the Settlement Agreement was executed,
17 in accordance with this paragraph.

18 21. For the benefit of the Class and to protect this Court's jurisdiction, this Court
19 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
20 in accordance with the settlement preliminarily approved herein and the related orders of this
21 Court.

22 22. The parties are directed to carry out their obligations under the Agreement.

23 23. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
24 parties or their counsel with seven days of receipt.

25 **Summary of Applicable Dates**

- 26 • **Deadline to Send Notice to the Class:** 21 days after entry of Preliminary
27 Approval/Notice Order.

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- **Claims Deadline:** 45 days after the deadline to send Notice to the Class.
- **Objection Deadline:** 45 days after the deadline to send Notice to the Class.
- **Opt-Out Deadline:** 45 days after the deadline to send Notice to the Class.
- **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- **Deadline to Respond to Objections and Move for Final Approval:** 14 days before the Final Approval Hearing.
- **Final Approval Hearing Date:** _____, 2022 at _____ a.m./p.m. (no earlier than 30 days after the deadline to submit claims, opt-out, or object).

IT IS SO ORDERED

Dated: _____

The Honorable Kristi Culver Kapetan