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24 **SCRIPPS HEALTH**

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26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **COUNTY OF SAN DIEGO**

28 IN RE: SCRIPPS HEALTH DATA
INCIDENT LITIGATION

Case No. 37-2021-00024103-CU-BT-CTL

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed: June 1, 2021

1 This Class Action Settlement Agreement and Release, dated October 27, 2022, is made and
2 entered into by and among Plaintiffs (as defined below), for themselves individually and on behalf
3 of the Settlement Class (as defined below), and Defendant Scripps Health (“Scripps” and, together
4 with the Plaintiffs, the “Parties”). This Agreement fully and finally resolves and settles all of the
5 Class Representatives’ and the Settlement Class’ Released Claims, upon and subject to the terms
6 and conditions hereof, and subject to the Court’s approval.

7 THE LITIGATION

8 Class Representatives allege that on May 1, 2021, Scripps identified unusual network
9 activity and, through its subsequent investigation, determined that an unauthorized person gained
10 access to Scripps’ network, deployed malware, and, on April 29, 2021, acquired copies of some of
11 the documents stored on Scripps’ network (the “Ransomware Attack”).

12 Class Representatives further allege that some of the copies of the documents obtained
13 during the Ransomware Attack contained “unencrypted medical information, as it is defined by
14 Civil Code section 56.05(j), including their names, addresses, dates of birth, Social Security
15 numbers and/or driver license numbers, health insurance information, medical record numbers,
16 patient account numbers, and/or clinical information, such as physician name, date(s) of service,
17 and/or treatment information.”

18 On June 1, 2021, Plaintiff Kenneth Garcia filed against Scripps in the Superior Court of the
19 State of California, County of San Diego, the first putative class action allegedly arising out of the
20 Ransomware Attack. That case was titled, *Kenneth Garcia v. Scripps Health and Does 1-100*, Case
21 No. 37-2021-00024103-CU-BT-CTL (the “Garcia Action”).

22 Following the filing of the *Garcia* Action, two additional putative class actions were filed
23 against Scripps in the Superior Court of the State of California, County of San Diego. Those two
24 additional cases are titled:

- 25 • *Johnny Corning v. Scripps Health*, Case No. 37-2021-00025007-CU-BT-CTL, filed
26 on June 7, 2021 (the “Corning Action”); and

- *Gale A. Matthews, Michael Matthews, Alma Uphoff, Kevin Uphoff, Susan Moore v. Scripps Health and Does 1-100*, Case No. 37-2021-00027326-CU-MC-CTL, filed on June 24, 2021 (the “*Matthews Action*”).

On or about August 17, 2022, plaintiffs Kenneth Garcia, Johnny Corning, Gale A. Matthews, Michael Matthews, Alma Uphoff, Kevin Uphoff, and Susan Moore voluntary consolidated the *Garcia, Corning*, and *Matthews* Actions by filing the Consolidated Class Action Complaint.

An additional three cases were filed against Scripps in the Superior Court of the State of California, County of San Diego. Those additional three cases are titled:

- *Emily Joseph v. Scripps Health Inc.; and Does 1 through 10, inclusive*, Case No. 37-2021-00029680-CU-NP-CTL, filed on July 12, 2021 (“*Joseph Action*”);
- *Stefanie Lahrmann v. Scripps Health, a California Corporation & Does 1 through 10*, Case No. 37-2021-00031510-CU-BT-CTL, filed on July 21, 2021 (“*Lahrmann Action*”); and
- *Herrera v. Scripps Health*, Case No. 37-2021-00031787-CU-BC-CTL, filed on July 26, 2021 (“*Herrera Action*”).

On December 13, 2022, the Superior Court of the State of California, County of San Diego, the Honorable Judge Pollack presiding, issued an order consolidating all six cases filed against Scripps—namely, the *Garcia, Corning, Matthews, Joseph, Lahrmann*, and *Herrera* Actions (collectively, the “Consolidated Action”).

Following consolidation, the plaintiffs did not file a new, consolidated class action complaint. Therefore, the Consolidated Class Action Complaint filed on or about August 17, 2021 is and remains the operative complaint.

In the Consolidated Class Action Complaint, the plaintiffs assert against Scripps ten purported causes of action: (1) violations of the California Confidentiality of Medical Information Act, California Civil Code § 56, *et seq.* (“CMIA”); (2) negligence; (3) breach of implied contact; (4) violation of the right to privacy; (5) breach of confidence; (6) breach of the implied covenant of good faith and fair dealing; (7) violation of the California Unfair Competition Law, California

1 Business & Professions Code § 17200, *et seq.*; (8) violation of the California Consumer Records
2 Act, California Civil Code § 1798.82; (9) declaratory relief; and (10) unjust enrichment.

3 After considerable meet-and-confer efforts, the Parties agreed to mediate the case on two
4 separate occasions, on January 25, 2022 and May 6, 2022, before Bennett G. Picker of Stradley
5 Ronon Stevens & Young LLP.

6 In preparation for both scheduled mediations, the Parties exchanged certain documents and
7 information, which they believe were pertinent to assessing the claims and defenses in this matter.
8 The Parties also drafted and exchanged mediation briefs laying out their respective positions on the
9 litigation, including with respect to class certification and settlement.

10 On January 25, 2022, the Parties engaged in an all-day, arm's-length mediation session
11 before Mr. Picker, but a settlement could not be reached. On May 6, 2022, the Parties engaged in
12 another an all-day, arm's-length mediation session before Mr. Picker. At the conclusion of the May
13 6, 2022 mediation, the Parties had reached agreement on the material settlement terms and had
14 agreed to further negotiate any yet-to-be-agreed-upon terms.

15 In the months following the May 6, 2022 mediation, the Parties continued to negotiate the
16 terms of the settlement agreement, ultimately agreeing to the terms set forth in this Class Action
17 Settlement Agreement and Release.

18 Pursuant to the terms set forth below, this Class Action Settlement Agreement and Release
19 resolves all actual and potential claims, actions, and proceedings as set forth in the release contained
20 herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims
21 of all class members who opt out of the Settlement Class pursuant to the terms and conditions
22 herein.

23 **CLAIMS OF CLASS REPRESENTATIVES AND BEENFITS OF SETTLING**

24 Class Counsel, on behalf of Class Representatives and the Settlement Class, have
25 thoroughly examined the law and facts relating to the matters at issue in the Consolidated Action,
26 Class Representatives' claims, and Scripps' potential defenses, including conducting independent
27 investigation and confirmatory discovery, and conferring with defense counsel through the
28 settlement negotiation process, as well as conducting an assessment of the merits of expected

1 arguments and defenses throughout the litigation, including on a demurrer and motion for class
2 certification. Based on a thorough analysis of the facts and the law applicable to Class
3 Representatives' claims in the Action, and taking into account the burden, expense, and delay of
4 continued litigation, including the risks and uncertainties associated with litigating class
5 certification and other defenses Scripps may assert, a protracted trial and appeal(s), as well as the
6 opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement
7 Class, Class Representatives and Class Counsel believe that resolution is an appropriate and
8 reasonable means of ensuring that the Settlement Class is afforded important benefits expediently.
9 Class Representatives and Class Counsel have also taken into account the uncertain outcome and
10 the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

11 Class Representatives and Class Counsel believe that the terms set forth in this Class Action
12 Settlement Agreement and Release confer substantial benefits upon the Settlement Class and have
13 determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

14 Scripps has similarly concluded that this Class Action Settlement Agreement and Release
15 is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to
16 resolve finally and completely the claims of Class Representatives and the Settlement Class.

17 **DENIAL OF ALL WRONGDOING AND LIABILITY**

18 This Class Action Settlement Agreement and Release, whether or not consummated, and
19 any actions or proceedings taken pursuant to this Class Action Settlement Agreement and Release,
20 are for settlement purposes only, and Scripps specifically denies any and all wrongdoing. The
21 existence of, terms in, and any action taken under or in connection with this Class Action Settlement
22 Agreement and Release shall not constitute, be construed as, or be admissible in evidence as, any
23 admission by Scripps of (i) the validity of any claim, defense, or fact asserted in the Consolidated
24 Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or
25 liability of any kind on the part of the Parties.

26 **TERMS OF SETTLEMENT**

27 Class Representatives, individually and on behalf of the Settlement Class; Class Counsel;
28 and Scripps hereby agree that, subject to the approval of the Court, the Consolidated Action and

the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Consolidated Action shall be dismissed with prejudice as to the Parties and the Settlement Class, except those members of the Settlement Class who lawfully “opt-out” of or request exclusion from the Settlement Class, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 “Action” and/or “Consolidated Action” means the consolidated class action captioned as *In re: Scripps Health Data Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL, now pending before the Honorable Gregory W. Pollack of the Superior Court of the State of California, County of San Diego.

1.2 “Administrative Expenses” means all expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.3 “Agreement,” “Settlement Agreement,” and/or “Class Action Settlement Agreement and Release” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Settlement Class Member (as defined below) that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6 “Cash Payment Benefit” means a cash payment of \$100 (subject to a *pro*

1 *rata* **increase**, as described in § 2.2, below) available to any Settlement Class Member who
2 submits a valid and timely Claim Form making a claim for a Cash Payment Benefit. Settlement
3 Class Members are not required to submit documentation in order to receive a Cash Payment
4 Benefit.

5 **1.7** “Claimant” means a Settlement Class Member who submits a Claim Form
6 for a Settlement Payment.

7 **1.8** “Claim Form” means the form attached hereto as **Exhibit A**, as approved
8 by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via
9 the Settlement Website) by Settlement Class Members who wish to file a claim for their given
10 share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The
11 Claim Form shall be available for download from the Settlement Website. The Settlement
12 Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who
13 so requests.

14 **1.9** “Claims Deadline” means the date by which all Claim Forms must be
15 submitted (if submitted through the Settlement Website) or postmarked (if mailed to the
16 Settlement Administrator) to be considered timely and shall be set be the 90th day after the Notice
17 Commencement Date. The Claims Deadline shall be clearly set forth in the Long Form Notice,
18 the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

19 **1.10** “Claims Period” means the period of time between the Notice
20 Commencement Date and the Claims Deadline.

21 **1.11** “Class Counsel” means attorneys Rachele R. Byrd of Wolf Haldenstein
22 Adler Freeman & Herz LLP; Timothy D. Cohelan of Cohelan Khoury & Singer; Patrick N.
23 Keegan of Keegan & Baker, LLP; and M. Anderson Berry of Clayco C. Arnold, APLC.

24 **1.12** “Class Representatives” means Johnny Corning, Gale Ann Matthews,
25 Michael Matthews, Alma Uphoff, Kevin Uphoff, and Susan Moore.

26 **1.13** “Court” means the Superior Court of the State of California, County of San
27 Diego, the Honorable Gregory W. Pollack (or any judge sitting in his stead or to whom the Action
28 may be transferred) presiding.

1 **1.14** “Credit Monitoring and Automatic Fraud Resolution Services” means
2 thirty-six (36) months of free identity theft protection, credit monitoring, and fraud resolution
3 services from Aura Sub, LLC a/k/a Pango, called “Identity Defense Total,” or a comparable Aura
4 product, to be provided to all Settlement Class Members, as further described in § 2.3, below.

5 **1.15** “Dispute Resolution” means the process for resolving disputed Settlement
6 claims as set forth in this Agreement.

7 **1.16** “Effective Date” means one (1) Business Day following the first date by
8 which all of the events and conditions specified in § 1.20 herein have occurred and been met.

9 **1.17** “Entity” means any person, corporation, partnership, limited liability
10 company, association, trust, agency, or other organization of any type.

11 **1.18** “Extraordinary Out-of-Pocket Losses” means losses (1) that arise out of or
12 are related to identity theft; (2) that are supported by adequate documentation; and (3) that are
13 fairly traceable to the Ransomware Attack.

14 **1.19** “Fee Award and Costs” means the amount of attorneys’ fees and
15 reimbursement of Litigation Costs awarded by the Court to Plaintiffs’ counsel.

16 **1.20** “Final” means the occurrence of all of the following events: (i) the
17 settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has
18 entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission
19 to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its
20 entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such
21 appeal may be taken, and such dismissal or affirmance has become no longer subject to further
22 appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’
23 fee award or service award made in this case shall not affect whether the Judgment is “Final” as
24 defined herein or any other aspect of the Judgment.

25 **1.21** “Final Approval Order” means the order to be entered by the Court after
26 the Final Approval Hearing, which finally approves the Settlement Agreement. The Final
27 Approval Order must be substantially similar to the form attached hereto as **Exhibit B**.

28 **1.22** “Final Approval Hearing” means the hearing to be conducted by the Court

1 to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to California
2 Rules of Court, Rule 3.769 and California Code of Civil Procedure § 382, and whether to issue
3 the Final Approval Order and Judgment.

4 **1.23** “Judgment” means the judgment to be entered by the Court. The Judgment
5 must be substantially similar to the form attached hereto as **Exhibit C**.

6 **1.24** “Litigation Costs” means costs and expenses incurred by Class Counsel in
7 connection with commencing, prosecuting, settling the Action, and obtaining an order of final
8 judgment.

9 **1.25** “Long Form Notice” means the long form notice of settlement that
10 provides instructions on how, and the deadlines to, submit a Claim Form, object to the Settlement,
11 or submit a Request for Exclusion, substantially in the form attached hereto as **Exhibit D**.

12 **1.26** “Minimum Cash Payment Benefit Amount” means the minimum amount
13 of funds Scripps has agreed to pay to compensate Settlement Class Members who make a claim
14 for a Cash Payment Benefit. The amount of the Minimum Cash Payment Settlement Amount
15 shall be Three Million Five Hundred Seventy-Five Thousand Four Hundred Dollars and No Cents
16 (\$3,575,400), to be paid by Scripps, as specified in §§ 2.2.1 and 2.2.2.

17 **1.27** “Notice” means notice of the proposed class action settlement to be
18 provided to Settlement Class Members pursuant to the Notice Plan approved by the Court in
19 connection with preliminary approval of the Settlement. The Notice shall consist of the Summary
20 Notice, the Long Form Notice, the toll-free number with live operator, and the Settlement
21 Website.

22 **1.28** “Notice Commencement Date” means the date upon which the Summary
23 Notice is first disseminated to the Settlement Class as set forth in § 8.2.3.

24 **1.29** “Notice Plan” means the settlement notice program, as approved by the
25 Court, developed by the Settlement Administrator, and described in this Agreement for
26 disseminating Notice to the Settlement Class members of the terms of this Agreement and the
27 Final Approval Hearing.

28 **1.30** “Objection Deadline” means the date by which Settlement Class Members

1 must postmark any written objections, pursuant to the terms and conditions herein, to this
2 Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii)
3 the Service Awards. The Objection Deadline shall be seventy-five (75) days following the Notice
4 Commencement Date and will be clearly set forth in the Settlement Class Notice.

5 **1.31** “Opt-Out Deadline” means the date by which a Settlement Class Member
6 must postmark a Request for Exclusion, pursuant to the terms and conditions herein. The Opt-
7 Out Deadline shall be seventy-five (75) days following the Notice Commencement Date and will
8 be clearly set forth in the Summary Notice and Long Form Notice.

9 **1.32** “Ordinary Out-of-Pocket Losses” means losses (1) that are supported by
10 adequate documentation; and (2) that are fairly traceable to the Ransomware Attack.

11 **1.33** “Parties” means the Class Representatives and Scripps.

12 **1.34** “Personal Information” includes the names, addresses, dates of birth,
13 Social Security numbers and/or driver license numbers, health insurance information, medical
14 record numbers, patient account numbers, and/or clinical information, such as physician name,
15 date(s) of service, and/or treatment information of any Settlement Class Member

16 **1.35** “Plaintiffs” means Class Representatives and Stephanie Lahrmann, Emily
17 Joseph, Esteban Herrera, and Steven Dunetz.

18 **1.36** “Preliminary Approval Order” means an order by the Court that
19 preliminarily approves the Settlement (including, but not limited to, the forms and procedure for
20 providing Notice to the Settlement Class), certifies the Settlement Class for settlement purposes
21 only, permits Notice to the proposed Settlement Class, establishes a procedure for Settlement
22 Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval
23 Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval
24 order attached hereto as **Exhibit E**.

25 **1.37** “Ransomware Attack” refers to the ransomware attack discovered by
26 Scripps on or about May 1, 2021, that resulted in an unauthorized person gaining access to
27 Scripps’ network, deploying malware, and, commencing on April 29, 2021, acquiring copies of
28 some of the documents stored on Scripps’ network.

1 **1.38** “Reasonable Documentation” means documentation supporting a claim for
2 Extraordinary Out-of-Pocket Losses and/or Ordinary Out-of-Pocket Losses including, but not
3 limited to, credit card statements, bank statements, invoices, telephone records, and receipts.
4 Extraordinary Out-of-Pocket Losses and/or Ordinary Out-of-Pocket Losses cannot be
5 documented solely by a personal certification, declaration, or affidavit from the Claimant; a
6 Settlement Class Member making a claim for either or both Out-of-Pocket Expenses and/or
7 Ordinary Out-of-Pocket Losses must provide supporting documentation.

8 **1.39** “Released Claims” shall collectively mean any and all past, present, and
9 future claims and/or causes of action including, but not limited to, any causes of action arising
10 under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common
11 law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et*
12 *seq.*, and all similar statutes in effect in any states in the United States as defined below;
13 violations of the of the California Confidentiality of Medical Information Act, Cal. Civ. Code §
14 56, *et seq.* and all similar state statutes; violation of the California Unfair Competition Law, Cal.
15 Bus. & Prof. Code § 17200, *et seq.* and all similar state consumer-protection statutes; violations
16 of the California Consumer Records Act, Cal. Civ. Code § 1798.82, *et seq.* and all similar state
17 privacy-protection statutes, including, but not limited to, the California Consumer Protection Act
18 of 2018, Cal. Civ. Code § 1798, *et seq.*; negligence; negligence *per se*; breach of contract; breach
19 of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
20 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
21 wantonness; failure to provide adequate notice pursuant to any breach notification statute or
22 common law duty; and including, but not limited to, any and all claims for damages, injunctive
23 relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-
24 judgment interest, credit monitoring services, the creation of a fund for future damages, statutory
25 damages, punitive damages, special damages, exemplary damages, restitution, and/or the
26 appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or
27 unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief
28 that either has been asserted, was asserted, was alleged in the Action, and/or could have been

1 asserted, by any member of the Settlement Class against any of the Released Persons based on,
2 relating to, concerning or arising out of the Ransomware Attack. For avoidance of doubt, the
3 scope of the Released Claims excludes claims for physical bodily injuries attributable to the
4 denial of medical treatment or for delayed medical treatment due to the Ransomware Attack.
5 Released Claims shall not include the right of any Settlement Class Member or any of the
6 Released Persons to enforce the terms of the settlement contained in this Settlement Agreement,
7 and shall not include the claims of members of the Settlement Class who have timely excluded
8 themselves from the Settlement Class.

9 **1.40** “Released Persons” means Scripps and its predecessors, successors,
10 assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past,
11 present, and future officers, directors, employees, contracted physicians, stockholders, partners,
12 servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns
13 of any of the foregoing. Each of the Released Persons may be referred to individually as a
14 “Released Person.”

15 **1.41** “Request for Exclusion” is the written communication by a Settlement
16 Class Member in which he or she requests to be excluded from the Settlement Class pursuant to
17 the terms of the Agreement.

18 **1.42** “Scripps” means Scripps Health and its current and former affiliates,
19 parents, subsidiaries, and successors.

20 **1.43** “Scripps’ Counsel” or references to counsel for Scripps means attorneys
21 Casie D. Collignon and Matthew D. Pearson at the law firm of Baker & Hostetler, LLP.

22 **1.44** “Service Awards” means the amount awarded by the Court and paid to the
23 Plaintiffs in recognition of their role in this litigation, as set forth in §§ 12.3-12.5 below.

24 **1.45** “Settlement” means this settlement of the Action by and between the
25 Parties, and the terms thereof as stated in this Settlement Agreement.

26 **1.46** “Settlement Administration” means the distribution of Notice, and the
27 processing and payment of claims received from members of the Settlement Class by the
28 Settlement Administrator.

1 **1.47** “Settlement Administrator” means Epiq Class Action and Claims Solutions, Inc.
2 (“Epiq”), a company experienced in administering class action claims generally and specifically
3 those of the type provided for and made in data breach litigation. Promptly upon execution of this
4 Settlement Agreement, Scripps shall engage Epiq as the Settlement Administrator. Scripps
5 agrees to pay the Settlement Administrator for all Administrative Expenses, as approved by the
6 Court. Following the entry of the Preliminary Approval Order, the Settlement Administrator shall
7 provide Class Counsel and Scripps’ Counsel with weekly reporting of the total number of
8 Summary Notices mailed, returned undeliverable, and re-mailed to Settlement Class Members; its
9 receipt of the total number of requests for exclusion, the total number of objections to the
10 Settlement, and the total number of Claim Forms for cash payments and reimbursement of out-of-
11 pocket losses, and the total dollar amounts of such claims; the total number of hits or impressions
12 received on the Settlement Website; and the total number of calls it received on the toll-free help
13 line. Following the entry of the Final Approval Order, the Settlement Administrator shall provide
14 Class Counsel and Scripps’ Counsel with weekly reporting of Settlement Checks mailed, returned
15 undeliverable, and re-mailed to Settlement Class Members; the total number of Settlement
16 Checks cashed or negotiated; and the total dollar amount of Settlement Checks cashed or
17 negotiated. Class Counsel and Scripps may, by agreement, substitute a different Settlement
18 Administrator, subject to Court approval.

19 **1.48** “Settlement Benefit(s)” means any Cash Payment Benefit; the Credit
20 Monitoring and Automatic Fraud Resolution Services; any payment for Reimbursement of
21 Extraordinary Out-of-Pocket Losses and/or Ordinary Out-of-Pocket Losses; Business Practice
22 Changes; any other benefits Settlement Class Members receive pursuant to this Agreement,
23 including non-monetary benefits and relief; the Fee Award and Costs; and Administrative
24 Expenses. Scripps agrees to pay for all Court-approved Settlement Benefits.

25 **1.49** “Settlement Class” means all persons to whom Scripps sent, via direct
26 mail, notice of the Ransomware Attack. Excluded from the Settlement Class are: (1) the Judges
27 presiding over the Action and members of their families; (2) Scripps, its subsidiaries, parent
28 companies, successors, predecessors, and any Entity in which Scripps or its parents have a

controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded natural person; and (5) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or who pleads *nolo contendere* to any such charge.

1.50 “Settlement Class Member” means a member of the Settlement Class.

1.51 “Settlement Payment” means any payment to be made to any Settlement Class Member on Valid Claims pursuant to § 13.

1.52 “Settlement Website” means the Internet website, at URL address www.ScrippsSettlement.com, to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including this Settlement Agreement, the Long Form Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.53 “Summary Notice” means the double-sided postcard summary notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit F**.

1.54 “Unknown Claims” means any of the Released Claims that Class Representatives and Settlement Class Members do not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Class Representatives intend to and expressly shall have, and each of the other members of the Settlement Class intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*), which is similar, comparable, or equivalent to California Civil Code § 1542, which

provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Members of the Settlement Class, including Class Representatives, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Representatives expressly shall have, and each other member of the Settlement Class shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and members of the Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.54 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.55 “Valid Claim” means a Settlement Claim in an amount approved by the Settlement Administrator or found to be valid through the Dispute Resolution process.

2. SETTLEMENT BENEFITS

2.1 Expense Reimbursement.

2.1.1 Ordinary Out-of-Pocket Losses Reimbursement: All members of the Settlement Class who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed \$1,000 per member of the Settlement Class, that were incurred as a result of the Ransomware Attack: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) long distance telephone charges; (viii) cell minutes (if charged by minute); (ix) Internet

usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Ransomware Attack); (x) text messages (if charged by the message and incurred solely as a result of the Ransomware Attack); (xi) unreimbursed charges from banks or credit card companies; (xii) interest on payday loans due to card cancellation or due to an over-limit situation incurred solely as a result of the Ransomware Attack; (xiii) costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased by members of the Settlement Class between April 29, 2021 and the date of the Claims Deadline; and (xiv) other losses incurred by Settlement Class Members determined by the Settlement Administrator to be fairly traceable to the Ransomware Attack, including, but not limited to, the cost of postage and gas for local travel. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit (i) their name and current address; (ii) supporting documentation of such out-of-pocket expenses; and (iii) a description of the loss, if not readily apparent from the documentation. Scripps agrees to pay all timely, valid and approved claims for Ordinary Out-of-Pocket Losses. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in § 3.

2.1.2 Extraordinary Out-of-Pocket Losses Reimbursement: All members of the Settlement Class who have suffered a monetary loss arising out of or related to identity theft and who submit a Valid Claim using the Claim Form are eligible for up to \$7,500 if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to identity theft; (2) the loss is fairly traceable to the Ransomware Attack; (3) the loss occurred between April 29, 2021 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed in § 2.1.1; and (5) the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Scripps agrees to pay all timely, valid and approved claims for Extraordinary Out-of-Pocket Losses.

Members of the Settlement Class seeking reimbursement under §§ 2.1.1 and/or 2.1.2 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the Claims Deadline. The Notice to the Settlement Class will specify this

1 deadline and other relevant dates described herein. The Claim Form must be verified by the
2 member of the Settlement Class with a statement that his or her claim is true and correct, to the
3 best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization
4 shall not be required. The member of the Settlement Class must submit reasonable
5 documentation supporting that the Ordinary and/or Extraordinary Out-of-Pocket Losses claimed
6 were both actually incurred and are fairly traceable the Ransomware Attack. Failure to provide
7 supporting documentation of the Ordinary and/or Extraordinary Out-of-Pocket Losses referenced
8 above, as requested on the Claim Form, shall result in denial of a claim. Scripps has agreed to
9 pay all timely, valid and approved claims for Extraordinary Out-of-Pocket Losses. Disputes as to
10 claims submitted under this paragraph are to be resolved pursuant to the provisions stated in § 3.

11 **2.2 Cash Payment Benefits.**

12 **2.2.1** All Settlement Class Members who submit a Valid Claim using the Claim
13 Form are eligible to receive a cash payment of at least \$100. This amount can be combined with a
14 claim for Ordinary and/or Extraordinary Out-of-Pocket Losses.

15 **2.2.2** All claims made under ¶ 2.2.1 shall be subject to a *pro rata* increase based
16 on the number of claims received. Scripps agrees to pay the Minimum Cash Payment Benefit
17 Amount to the Settlement Administrator. Should the total amount of Valid Claims for Cash
18 Payment Benefits be less than the Minimum Cash Payment Benefit Amount, each Valid Claim
19 for Cash Payment Benefits shall be increased on a *pro rata* basis until the total amount of Valid
20 Claims for Cash Payment Benefits is equal to the Minimum Cash Payment Benefit Amount. In
21 the event that the total amount of Valid Claims for Cash Benefit Payments exceeds the Minimum
22 Cash Payment Benefit Amount, Scripps will pay the amount necessary to pay all Valid Claims for
23 Cash Payment Benefits at the rate of \$100 per Valid Claim. There shall be no *pro rata* reduction
24 of the \$100 Cash Payment Benefit. The Settlement Administrator shall establish a Qualified
25 Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Minimum Cash
26 Payment Benefit Amount and any amount in excess of the Minimum Cash Payment Benefit
27 Amount required to be paid by Scripps to the Settlement Administrator in accordance with the
28 Final Approval Order. All interest on the funds in the QSF shall accrue to the benefit of the

1 Settlement Class. Any interest shall not be subject to withholding and shall, if required, be
2 reported appropriately to the Internal Revenue Service by the Settlement Administrator. To the
3 extent that the creation and maintenance of the QSF is subject to taxes or fees, those taxes and/or
4 fees shall be paid from the accrued interest first and, if necessary, from the Attorneys' Fees and
5 Costs second and, in no event, paid for by Scripps.

6 **2.3 Credit Monitoring and Automatic Fraud Resolution Services.**

7 **2.3.1** All members of the Settlement Class shall receive thirty-six (36) months of
8 free identity theft protection, credit monitoring and fraud resolution services from Aura Sub, LLC
9 a/k/a Pango called "IDentity Defense Total," or a comparable Aura/Pango product. In order to
10 receive these free 36 months of Credit Monitoring and Automatic Fraud Resolution Services, the
11 Settlement Class Member need only timely enroll in the service. The Settlement Class Member
12 need not submit a Claim Form to receive such services. Each Settlement Class Member will
13 receive a code in the Summary Notice to allow them to enroll or activate their Credit Monitoring
14 and Automatic Fraud Resolution Services. IDentity Defense Total includes, at least, the
15 following or similar services:

16 (a) Up to \$1 Million Dollars reimbursement insurance from AIG
17 covering losses due to identity theft and stolen funds;

18 (b) Three bureau credit monitoring providing notice of certain changes
19 to the enrolled participating Settlement Class Member's credit profile, including, at least, two-
20 credit bureau inquiry alerts in real-time;

21 (c) Real time authentication alerts, in as little as three seconds, when
22 someone attempts to make a change to enrolled participating Settlement Class Members' personal
23 account information within Identity Guard's network;

24 (d) LexisNexis authentication alerts utilizing LexisNexis' database of
25 legal, governmental and newsworthy incidents;

26 (e) Alerts based on searches of payday-loan providers and court
27 records and monitoring of the top ten largest U.S. financial institutions, for attempted or actual
28 fraudulent use of the enrolled participating Settlement Class Members' information;

- 1 (f) Online income tax filing alerts provided by LexisNexis;
- 2 (g) Dark web monitoring that will provide notification if an enrolled
- 3 participating Settlement Class Member's information such as Social Security number, credit card
- 4 numbers, financial account numbers, and health insurance number are found on the dark web;
- 5 (h) Threat alerts powered by IBM "Watson's" artificial intelligence of
- 6 potential threats relevant to the enrolled participating Settlement Class Members found by IBM
- 7 Watson's artificial intelligence, for instance: breaches, phishing scams, and malware
- 8 vulnerabilities;
- 9 (i) Customer support and victim assistance provided by Identity
- 10 Guard®;
- 11 (j) Anti-phishing applications for iOS & Android mobile devices; and
- 12 (k) Safe browsing software for personal computers and Macs to help
- 13 protect the enrolled Participating Settlement Class Member's computer(s) against malicious
- 14 content with an add-on for Safari, Chrome, and Firefox web browsers that delivers proactive
- 15 malware protection by blocking various malware delivery channels including phishing,
- 16 malvertisements, and flash (the extension also blocks content and tracking cookies to help protect
- 17 personal information).

18 **2.3.2** The Settlement Website shall provide Settlement Class Members with the

19 ability to request an email reminding them to timely enroll in Credit Monitoring and Automatic

20 Fraud Resolution Services upon the Effective Date of the Settlement. In order to receive this

21 reminder email, the Settlement Class Members must provide, via the Settlement Website, the

22 email address to which they would like the reminder email to be sent. The reminder email will be

23 sent at or shortly before the Identity-Theft Protection enrollment period begins (i.e., the Effective

24 Date of the Settlement). Settlement Class Members will have ninety (90) days from the Effective

25 Date to activate their Credit Monitoring and Automatic Fraud Resolution Services.

26 **3. DISPUTE RESOLUTION FOR CLAIMS.**

27 **3.1** The Settlement Administrator, in its sole discretion to be reasonably

28 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the

1 Claimant has provided all information needed to complete the Claim Form, including any
2 documentation that may be necessary to reasonably support the out-of-pocket losses described in
3 §§ 2.1.1 and 2.1.2; and (3) the information submitted could lead a reasonable person to conclude
4 that the Claimant has suffered the claimed losses and that the losses are fairly traceable to the
5 Ransomware Attack. The Settlement Administrator may, at any time, request from the Claimant,
6 in writing, additional information as the Settlement Administrator may reasonably require in
7 order to evaluate the claim, e.g., documentation requested on the Claim Form, information
8 regarding the claimed losses, available insurance and the status of any claims made for insurance
9 benefits, and claims previously made for identity theft and the resolution thereof. For any such
10 claims that the Settlement Administrator determines to be implausible, the Settlement
11 Administrator will submit those claims to Scripps' Counsel and Class Counsel (one of which
12 shall be designated to fill this role for Class Counsel). If Class Counsel and Scripps do not agree
13 on the validity of the Claimant's claim and/or the amount to be paid, if any, for the claim, after
14 meeting and conferring, then the claim shall be referred for resolution to the Claims Referee, to
15 be selected by the Class Counsel and Scripps if needed. Any costs associated with work
16 performed by the Claims Referee shall be paid by Scripps.

17 **3.2** Upon receipt of an incomplete or unsigned Claim Form or a Claim Form
18 that is not accompanied by sufficient documentation to determine whether the claim is facially
19 valid, the Settlement Administrator shall request additional information and give the Claimant
20 thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the
21 claim will be deemed invalid and there shall be no obligation to pay the claim.

22 **3.3** Following receipt of additional information requested by the Settlement
23 Administrator, the Settlement Administrator shall have thirty (30) days to accept, in whole or
24 lesser amount, or reject each claim. If, after review of the claim and all documentation submitted
25 by the Claimant, the Settlement Administrator determines that such a claim is facially valid, then
26 the claim shall be paid. If the claim is not facially valid because the Claimant has not provided all
27 information needed to complete the Claim Form and evaluate the claim, then the Settlement
28 Administrator may reject the claim without any further action. If the claim is rejected in whole or

1 in part for other reasons, then the claim shall be referred to Class Counsel and Scripps. If the
2 Claimant, Class Counsel and Scripps cannot agree on whether to pay the claim and, if so, how
3 much, the claim shall be referred to the Claims Referee.

4 **3.4** Settlement Class Members shall have thirty (30) days from receipt of any
5 offer of partial payment received from the Settlement Administrator to accept or reject the offer.
6 If a Settlement Class Member rejects an offer from the Settlement Administrator, the Settlement
7 Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a
8 final determination. If the Claimant approves the final determination, then the approved amount
9 shall be the amount to be paid. If the Claimant does not approve the final determination within
10 thirty (30) days, the claim shall be referred to the Class Counsel and Scripps. If the Claimant,
11 Class Counsel and Scripps cannot agree on the amount owed to the Claimant, the claim shall be
12 referred to the Claims Referee.

13 **3.5** If any dispute is submitted to the Claims Referee, the Claims Referee may
14 approve the Settlement Administrator's determination by making a ruling within fifteen (15)
15 days. The Claims Referee may make any other final determination of the dispute or request
16 further supplementation of a claim within thirty (30) days. The Claims Referee's determination
17 shall be based on whether the Claims Referee is persuaded that the claimed amounts are
18 reasonably supported in fact and are fairly traceable to the Ransomware Attack. The Claims
19 Referee shall have the power to approve a claim in full or in part. The Claims Referee's decision
20 will be final and non-appealable. Any Claimant referred to the Claims Referee shall reasonably
21 cooperate with the Claims Referee, including by either providing supplemental information as
22 requested or, alternatively, signing an authorization allowing the Claims Referee to verify the
23 claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim
24 in full. The Claims Referee shall make a final decision within thirty (30) days of receipt of all
25 supplemental information requested.

26 **4. BUSINESS PRACTICES CHANGES.**

27 **4.1** Class Counsel have received assurances that Scripps has implemented or will
28 implement certain reasonable steps to adequately secure its systems and environments, including

1 taking the steps listed in **Exhibit 1**, which will be filed in support of Class Representatives’
2 Unopposed Motion for Preliminary Approval of Class Action Settlement, for a period of at least
3 two (2) years following the execution of this Settlement Agreement. Exhibit 1 is a declaration
4 setting forth the Business Practice Changes and the cost Scripps has incurred, and an estimate of
5 the cost Scripps will incur in the future, to implement the Business Practice Changes. Class
6 Counsel will seek to have Exhibit 1 filed under seal pursuant to California Rules of Court, rule
7 2.551.

8 **5. CONFIRMATORY DISCOVERY.**

9 **5.1** Scripps has provided or will provide reasonable access to confidential
10 confirmatory discovery regarding the number of Settlement Class Members and states of
11 residence, the facts and circumstances of the Ransomware Attack and Scripps’ response thereto,
12 and the changes and improvements that have been made or are being made to further protect
13 Settlement Class Members’ Personal Information.

14 **6. SETTLEMENT EXPENSES.**

15 **6.1** All costs for notice to the Settlement Class as required under § 8.2, costs of
16 Settlement Administration under § 13, and the costs of Dispute Resolution described in § 3, shall
17 be paid by Scripps.

18 **7. SETTLEMENT CLASS CERTIFICATION**

19 **7.1** The Parties agree, for purposes of this Settlement only, to the certification of the
20 Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the
21 Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this
22 Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class
23 provided for herein, will be vacated and the Consolidated Action shall proceed as though the
24 Settlement Class had never been certified, without prejudice to any Party’s position on the issue
25 of class certification or any other issue. The Parties’ agreement to the certification of the
26 Settlement Class is also without prejudice to any position asserted by the Parties in any other
27 proceeding, case or action, as to which all of their rights are specifically preserved.
28

1 **8. ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF**
2 **FAIRNESS HEARING**

3 **8.1** As soon as practicable after the execution of the Settlement Agreement, Class
4 Counsel will file a motion for preliminary approval of the Settlement with the Court which
5 includes a copy of this Settlement Agreement and requests entry of a Preliminary Approval Order
6 in a form substantially similar to the one attached hereto as **Exhibit E**, requesting, among other
7 things:

8 **8.1.1** certification of the Settlement Class for settlement purposes only pursuant
9 to § 7;

10 **8.1.2** preliminary approval of the Settlement Agreement as set forth herein;

11 **8.1.3** appointment of Class Counsel as counsel for the Settlement Class;

12 **8.1.4** appointment of Class Representatives as Class Representatives;

13 **8.1.5** approval of a customary form of Summary Notice to be mailed to
14 Settlement Class Members in a form substantially similar to the one attached hereto as **Exhibit F**;

15 **8.1.6** approval of the Long Form Notice to be posted on the Settlement Website
16 in a form substantially similar to the one attached hereto as **Exhibit D**, which, together with the
17 Summary Notice, shall include a fair summary of the Parties' respective litigation positions, the
18 general terms of the Settlement set forth in this Settlement Agreement, instructions for how and
19 the deadlines to object to the Settlement or opt-out of the Settlement Class, the process and
20 instructions for making claims to the extent contemplated herein, and the date, time and place of
21 the Final Approval Hearing; and appointment of Epiq as the Settlement Administrator.

22 The Summary Notice, Long Form Notice and Claim Form have been reviewed and
23 approved by the Settlement Administrator but may be revised as agreed upon by Class Counsel and
24 Scripps' Counsel prior to submission to the Court for approval.

25 **8.2** Scripps shall pay for all Administrative Expenses, including providing Notice to
26 the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such
27 Notice, together with the Costs of Settlement Administration. The Fee Award and Costs and
28 Service Awards to Plaintiffs, as approved by the Court, shall be paid by Scripps as set forth in ¶

12 below. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

8.2.1 Settlement Class Member Information: Scripps has previously provided the Settlement Administrator with the name and last known physical address of all of the approximately 1,191,774 Settlement Class Members (collectively, “Settlement Class Member Information”). No later than fourteen (14) days after execution of this Settlement Agreement, Scripps shall provide the Settlement Administrator with changes, if any, to the Settlement Class Member Information that Scripps possesses.

(a) The Settlement Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Settlement Agreement, or provide all data and information in its possession to Class Counsel or Scripps upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Member Information.

8.2.2 Settlement Website: Prior to or on the Notice Commencement Date, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Consolidated Class Action Complaint filed in the Consolidated Action; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically.

(a) The Settlement administrator will optimize the Settlement Website URL (www.ScrippsSettlement.com) with both “positive” and “negative” key words. For example, if a Settlement Class Member or any member of the public performs an online search for the Settlement Website using the “positive terms” listed below, the chances of that online

1 search returning the Settlement Website and doing so at a prioritized position in the search results
2 (i.e., at or near the top) is greater than if no optimization had occurred. The “Positive” and
3 “Negative” Terms listed below are subject to change. By written agreement of the Parties,
4 additional “Positive” or “Negative” Terms may be added, and some “Positive” or “Negative”
5 Terms may be removed from the list.

6 • **“Positive” Terms**

- 7 • Scripps Class Action
- 8 • Scripps Settlement
- 9 • Scripps Class Action Settlement
- 10 • Scripps Litigation
- 11 • Scripps Class Action Litigation
- 12 • Scripps Lawsuit
- 13 • Scripps Class Action Lawsuit
- 14 • Scripps Healthcare Class Action
- 15 • Scripps Healthcare Settlement
- 16 • Scripps Healthcare Class Action Settlement
- 17 • Scripps Healthcare Litigation
- 18 • Scripps Healthcare Class Action Litigation
- 19 • Scripps Healthcare Lawsuit
- 20 • Scripps Healthcare Class Action Lawsuit
- 21 • Scripps Health Class Action
- 22 • Scripps Health Settlement
- 23 • Scripps Health Class Action Settlement
- 24 • Scripps Health Litigation
- 25 • Scripps Health Class Action Litigation
- 26 • Scripps Health Lawsuit
- 27 • Scripps Health Class Action Lawsuit
- 28 • Scripps Breach

- 1 • Scripps Breach Class Action
- 2 • Scripps Breach Settlement
- 3 • Scripps Breach Class Action Settlement
- 4 • Scripps Breach Litigation
- 5 • Scripps Breach Class Action Litigation
- 6 • Scripps Breach Lawsuit
- 7 • Scripps Breach Class Action Lawsuit
- 8 • Scripps Data Breach
- 9 • Scripps Data Breach Class Action
- 10 • Scripps Data Breach Settlement
- 11 • Scripps Data Breach Class Action Settlement
- 12 • Scripps Data Breach Litigation
- 13 • Scripps Data Breach Class Action Litigation
- 14 • Scripps Data Breach Lawsuit
- 15 • Scripps Data Breach Class Action Lawsuit
- 16 • Scripps Data Incident
- 17 • Scripps Data Incident Class Action
- 18 • Scripps Data Incident Settlement
- 19 • Scripps Data Incident Class Action Settlement
- 20 • Scripps Data Incident Litigation
- 21 • Scripps Data Incident Class Action Litigation
- 22 • Scripps Data Incident Lawsuit
- 23 • Scripps Data Incident Class Action Lawsuit
- 24 • Scripps Claim Form
- 25 • Scripps Healthcare Claim Form
- 26 • Scripps Credit Monitoring
- 27 • Scripps Healthcare Credit Monitoring
- 28 • Scripps Cash Payment

- 1 • Scripps Settlement Cash Payment
- 2 • Scripps Lawsuit Cash Payment
- 3 • Scripps Litigation Cash Payment
- 4 • Scripps Health Cash Payment
- 5 • Scripps Cash Award
- 6 • Scripps Settlement Cash Award
- 7 • Scripps Lawsuit Cash Award
- 8 • Scripps Litigation Cash Award
- 9 • Scripps Health Cash Award
- 10 • **“Negative” Terms**
- 11 • Scripps
- 12 • Scripps Hospital
- 13 • Scripps Hospital Locations
- 14 • Scripps Clinic
- 15 • Scripps Clinic Locations
- 16 • Scripps Health
- 17 • Scripps Health Locations
- 18 • Scripps Healthcare
- 19 • Scripps Healthcare Locations
- 20 • Scripps Urgent Care
- 21 • Scripps Urgent Care Locations
- 22 • Scripps Services
- 23 • Scripps Clinic Services
- 24 • Scripps Health Services
- 25 • Scripps Healthcare Services
- 26 • Scripps Near Me
- 27 • Scripps Clinics Near Me
- 28 • Scripps Health Near Me

- Scripps Healthcare Near Me
- Scripps Doctors
- Best Scripps Doctors
- Top Scripps Doctors
- Scripps Medical Records
- Scripps Insurance
- Scripps Health Insurance
- Scripps Healthcare Insurance
- Scripps Contact Information
- Scripps Phone Number

8.2.3 Summary Notice: Within thirty (30) days after the entry of the Preliminary Approval Order (the “Notice Commencement Date”) and to be completed no later than thirty (30) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will mail the Summary Notice to every Settlement Class Member identified in the Settlement Class Member Information and perform the following in order to provide notice to the Settlement Class:

(a) Before any mailing of the Summary Notice, the Settlement Administrator shall (i) perform a skip trace using Lexis Next/AllFind for all Settlement Class Members (1) whose notice letters were returned as undeliverable and (2) for whom the Settlement Administrator has not already run the same or substantially similar skip trace; and (ii) run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

(b) in the event that a Summary Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the Summary Notice is returned with a forwarding address, the Settlement Administrator shall re-mail the Summary Notice to the forwarding address within two (2) Business Days of receiving the returned Summary Notice;

1 (c) in the event that a Summary Notice is returned to the Settlement
2 Administrator by the USPS because the address of the recipient is no longer valid, e.g., the
3 Summary Notice is marked "Return to Sender" and does not contain a new forwarding address,
4 the Settlement Administrator shall perform a skip trace using Lexis Nexis/AllFind of all mailed
5 the Summary Notices that are returned as undeliverable, in an effort to attempt to ascertain the
6 current address of the particular Settlement Class Member in question and, if such another
7 address for such Settlement Class Member is ascertained, the Settlement Administrator will re-
8 mail the Summary Notice to such ascertained address within two (2) Business Days of receiving a
9 returned Summary Notice.

10 (d) Publishing, on or before the Notice Commencement Date, the
11 Claim Form and Long Form Notice on the Settlement Website, as specified in the Preliminary
12 Approval Order, and maintaining and updating the Settlement Website for no fewer than six (6)
13 months after the Effective Date;

14 (e) A toll-free help line with a live operator shall be made available to
15 provide Settlement Class Members with additional information about the Settlement for no fewer
16 than six (6) months after the Effective Date. The Settlement Administrator also will provide
17 copies of the forms of Summary Notice, Long Form Notice, and paper Claim Form, as well as
18 this Settlement Agreement, upon request; and

19 (f) No later than five (5) Business Days before the deadline for the
20 filing of Class Representatives' motion for Final Approval of the Settlement, the Settlement
21 Administrator shall provide the Class Counsel and Scripps' Counsel with an appropriate affidavit
22 or declaration, signed by an employee with authority and personal knowledge under the penalty
23 of perjury under the laws of California, to be filed with the Court with respect to the Settlement
24 Administrator's activities in providing Notice to the Settlement Class, its receipt of Requests for
25 Exclusion and objections from the Settlement Class, and its receipt of Claim Forms, the total
26 number of hits or impressions received on the Settlement Website, the total number of calls it
27 received on the toll-free help line, and the performance of its duties and responsibilities as set
28 forth in this Settlement Agreement

1 **8.2.4** The Summary Notice, Long Form Notice, and other applicable
2 communications to the Settlement Class may only be adjusted by the Settlement Administrator with
3 the express written approval of both Class Counsel and Scripps, and/or as approved by the Court.
4 Class Counsel and Scripps each reserve the right, subject to the Court's approval, to seek any
5 reasonable extensions of time that might be necessary to carry out any of the provisions of this
6 agreement, and to modify or supplement any notice contemplated hereunder.

7 **8.2.5** Plaintiffs' counsel will not issue any press releases or hold any press
8 conferences concerning the Settlement.

9 **8.2.6** In the motion for Preliminary Approval of the Settlement, Class Counsel
10 shall request that after the Summary Notices have been mailed to all Settlement Class Members
11 and after the Opt-Out Deadline and Objection Deadline the Court hold the Final Approval Hearing
12 and grant final approval of the Settlement set forth herein.

13 **9. OPT-OUT PROCEDURES**

14 **9.1** Each Settlement Class Member wishing to opt-out of the Settlement Class shall
15 individually sign and timely submit written notice of such intent to the designated Post Office box
16 established by the Settlement Administrator. The written notice must clearly manifest a
17 Settlement Class Member's intent to opt-out of the Settlement Class. Specifically, a valid Request
18 for Exclusion must (i) state the Class Member's full name and current address, and (ii)
19 specifically state his or her desire to be excluded from the Settlement Class. To be effective,
20 written notice must be postmarked no later than the Opt-Out Deadline.

21 **9.2** All Settlement Class Members who submit valid and timely notices of their intent
22 to opt-out of the Settlement Class, as set forth in § 9.1 above, referred to herein as "Opt-Outs,"
23 shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. Any
24 Class Member who submits a timely Request for Exclusion may not file an objection to the
25 Settlement and shall be deemed to have waived any rights or benefits under this Settlement
26 Agreement. All Settlement Class Members who do not opt-out of the Settlement Class in the
27 manner set forth in § 9.1 above shall be bound by the terms of this Settlement Agreement and
28 Judgment entered thereon.

1 **9.3** In the event that within ten (10) days after the Opt-Out Deadline as approved by
2 the Court, there have been more than 1,500 timely and valid Opt-Outs submitted, Scripps may, by
3 notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Scripps
4 voids the Settlement Agreement pursuant to this paragraph, Scripps shall be obligated to pay all
5 Administrative Expenses already incurred.

6 **10. OBJECTION PROCEDURES**

7 **10.1** Each Settlement Class Member desiring to object to the Settlement Agreement
8 shall submit a timely written notice of his or her objection by the Objection Deadline. Such
9 notice shall state: (i) the objector's full name and address; (ii) the case name and number—*In re:*
10 *Scripps Health Data Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL; (iii)
11 information identifying the objector as a Settlement Class Member, including proof that the
12 objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy
13 of original notice of the Ransomware Attack, or a statement explaining why the objector believes
14 he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection,
15 accompanied by any legal support for the objection the objector believes applicable; (v) the
16 identity of any and all counsel representing the objector in connection with the objection; (vi) a
17 statement whether the objector and/or his or her counsel will appear at the Final Approval
18 Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized
19 attorney or other duly authorized representative (if any) representing him or her in connection
20 with the objection. To be timely, written notice of an objection in the appropriate form must be
21 postmarked no later than the Objection Deadline and mailed to the designated Post Office box
22 established by the Settlement Administrator. Class Counsel shall file with the Court all
23 objections received by the Settlement Administrator with the motion for final approval of the
24 Settlement and/or any reply filed in support thereof.

25 **10.2** Any Settlement Class Member who fails to comply with the requirements for
26 objecting in § 10.1 shall waive and forfeit any and all rights he or she may have to appear
27 separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of
28 the Settlement Agreement and by all proceedings, orders and judgments in the Consolidated

1 Action. The exclusive means for any challenge to the Settlement Agreement shall be through the
2 provisions of § 10.1. Without limiting the foregoing, any challenge to the Settlement Agreement,
3 the final order approving this Settlement Agreement, or the Judgment to be entered upon final
4 approval shall be pursuant to appeal under the California Code of Civil Procedure and the
5 California Rules of Court and not through a collateral attack.

6 **11. RELEASES**

7 **11.1** Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall
8 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
9 released, relinquished, and discharged all Released Claims. Further, upon the Effective Date,
10 and to the fullest extent permitted by law, each Settlement Class Member, including
11 Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the
12 general public or in any capacity, be permanently barred and enjoined from commencing,
13 prosecuting, or participating in any recovery in any action in this or any other forum (other than
14 participation in the Settlement as provided herein) in which any of the Released Claims is
15 asserted.

16 **11.2** Upon the Effective Date, Scripps shall be deemed to have, and by operation of the
17 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,
18 each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including
19 Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement,
20 or resolution of the Action or the Released Claims, except for enforcement of the Settlement
21 Agreement. Any other claims or defenses Scripps may have against Settlement Class Members
22 including, without limitation, any claims based upon or arising out of any retail, banking, debtor-
23 creditor, contractual, or other business relationship with such Settlement Class Members that are
24 not based upon or do not arise out of the institution, prosecution, assertion, settlement, or
25 resolution of the Action or the Released Claims are specifically preserved and shall not be
26 affected by the preceding sentence.

27 **11.3** Notwithstanding any term herein, neither Scripps nor its Released Persons shall
28 have or shall be deemed to have released, relinquished or discharged any claim or defense against

any Entity other than Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' counsel.

12. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; SERVICE AWARDS TO PLAINTIFFS

12.1 The Parties did not discuss the payment of the Fee Award and Costs and/or Service Awards to Plaintiffs, as provided for in §§ 12.2 and 12.3, until after the substantive terms of the Settlement had been agreed upon, other than that Scripps would pay a reasonable Fee Award and Costs and/or Service Awards to Plaintiffs as may be agreed to by Scripps and Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. After the substantive terms of the Settlement were agreed to, Scripps and Class Counsel then negotiated and agreed to the payment described in §§ 12.2 and 12.3.

12.2 Class Counsel will seek, and Scripps has agreed not to oppose, an order from the Court awarding Three Million One Hundred Thousand Dollars (\$3,100,000) to Plaintiffs' counsel for the Fee Award and Costs. Class Counsel, in their sole discretion, shall allocate and direct the Settlement Administrator distribute the amount of the Fee Award and Costs awarded by the Court amongst Plaintiffs' counsel.

12.3 Class Counsel will seek, and Scripps has agreed not to oppose, an order from the Court awarding \$2,500 in Service Awards to each of the Plaintiffs.

12.4 If awarded by the Court, Scripps shall pay the Fee Award and Costs and Service Awards, as set forth above in §§ 12.2 and 12.3 and as approved by the Court, within 30 days after the Effective Date to the Claims Administrator. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of Fee Award and Costs and Service Awards ordered to be paid by Scripps to the Settlement Administrator. All interest on the funds in the QSF shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. To the extent that the creation and maintenance of the QSF is subject to taxes or fees, those taxes and/or fees shall

1 be paid from the accrued interest first and, if necessary, from the Attorneys' Fees and Costs
2 second and, in no event, paid for by Scripps.

3 **12.5** The amount(s) of any Fee Award and Costs and/or Service Awards are intended to
4 be considered by the Court separately from the Court's consideration of the fairness,
5 reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the
6 consideration being made available to the Settlement Class as described herein. No order of the
7 Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s)
8 of any Fee Award and Costs and/or Service Awards ordered by the Court to Class Counsel or
9 Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or
10 termination of this Settlement Agreement.

11 **13. ADMINISTRATION OF CLAIMS**

12 **13.1** The Settlement Administrator shall administer and calculate the claims submitted
13 by Settlement Class Members under §§ 2.1 and 2.2. Class Counsel and counsel for Scripps shall
14 be given reports as to both claims and distribution, and have the right to review and obtain
15 supporting documentation and challenge such reports if they believe them to be inaccurate or
16 inadequate. The Settlement Administrator's and Claims Referee's, as applicable, determination
17 of whether a claim is a Valid Claim shall be binding, subject to the dispute resolution process set
18 forth in § 3. All claims agreed to be paid in full by Scripps shall be deemed valid.

19 **13.2** Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of
20 the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is
21 later.

22 **13.3** All Settlement Class Members who fail to timely submit a claim for any benefits
23 hereunder within the time frames set forth herein, or such other period as may be ordered by the
24 Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the
25 Settlement set forth herein, but will in all other respects be subject to, and bound by, the
26 provisions of the Settlement Agreement, the releases contained herein and the Judgment.
27 Because Settlement Class Members can enroll in Credit Monitoring and Automatic Fraud
28 Resolution Services without making a claim, a Settlement Class Member who fails to submit a

1 timely and Valid Claim can still receive Credit Monitoring and Automatic Fraud Resolution
2 Services if he or she timely enrolls.

3 **13.4** No person or Entity shall have any claim against the Settlement Administrator,
4 Claims Referee, Scripps, Class Counsel, Class Representatives, and/or Scripps' Counsel based on
5 distributions of benefits to Settlement Class Members.

6 **14. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
7 **CANCELLATION, OR TERMINATION**

8 **14.1** The Effective Date of the settlement shall be conditioned on the occurrence of all
9 of the following events:

- 10 a. the Court has entered the Preliminary Approval Order, as required by § 8.1;
11 b. Scripps has not exercised its option to terminate the Settlement Agreement
12 pursuant to § 9.3;
13 c. the Court has entered the Judgment granting final approval to the
14 settlement as set forth herein; and
15 d. the Judgment has become Final, as defined in § 1.20.

16 **14.2** If all conditions specified in § 14.1 hereof are not satisfied, the Settlement
17 Agreement shall be canceled and terminated subject to § 9.3 unless Class Counsel and Scripps'
18 Counsel mutually agree in writing to proceed with the Settlement Agreement.

19 **14.3** Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator
20 shall furnish to Class Counsel and to Scripps' Counsel a complete list of all timely and valid
21 Requests for Exclusion (the "Opt-Out List").

22 **14.4** In the event that the Settlement Agreement or the releases set forth in §§ 11.1,
23 11.2, and 11.3 above are not approved by the Court or the Settlement set forth in the Settlement
24 Agreement is terminated in accordance with its terms, (i) the Parties shall be restored to their
25 respective positions in the Action and shall jointly request that all scheduled litigation deadlines
26 be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and
27 (b) the terms and provisions of the Settlement Agreement shall have no further force and effect
28 with respect to the Parties and shall not be used in the Action or in any other proceeding for any

1 purpose, and any judgment or order entered by the Court in accordance with the terms of the
2 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement
3 in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on
4 appeal of any order reducing the amount of the Fee Award and Costs and/or Service Awards shall
5 constitute grounds for cancellation or termination of the Settlement Agreement. Further,
6 notwithstanding any statement in this Settlement Agreement to the contrary, Scripps shall be
7 obligated to pay amounts already billed or incurred for costs of Notice to the Settlement Class,
8 Settlement Administration, and Dispute Resolution pursuant to § 3 above and shall not, at any
9 time, seek recovery of same from any other Party to the Action or from Class Counsel.

10 **15. MISCELLANEOUS PROVISIONS**

11 **15.1** The Parties (i) acknowledge that it is their intent to consummate this Agreement;
12 and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all
13 terms and conditions of this Settlement Agreement, and to exercise their best efforts to
14 accomplish the terms and conditions of this Settlement Agreement.

15 **15.2** The Parties intend this Settlement to be a final and complete resolution of all
16 disputes between them with respect to the Action. The Settlement compromises claims that are
17 contested and shall not be deemed an admission by any Party as to the merits of any claim or
18 defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties,
19 and reflects a settlement that was reached voluntarily after consultation with competent legal
20 counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be
21 appropriate, any contention made in any public forum that the Action was brought or defended in
22 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any
23 other Party as it relates to the Action, except as set forth herein.

24 **15.3** Neither the Settlement Agreement, nor the Settlement contained herein, nor any
25 act performed or document executed pursuant to or in furtherance of the Settlement Agreement or
26 the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of,
27 the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the
28 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or

1 evidence of, any fault or omission of any of the Released Persons in any civil, criminal or
2 administrative proceeding in any court, administrative agency or other tribunal. Any of the
3 Released Persons may file the Settlement Agreement and/or the Judgment in any action that may
4 be brought against them or any of them in order to support a defense or counterclaim based on
5 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or
6 reduction or any other theory of claim preclusion or issue preclusion or similar defense or
7 counterclaim.

8 **15.4** The Settlement Agreement may be amended or modified only by a written
9 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10 **15.5** This Agreement contains the entire understanding between the Parties regarding
11 the payment of the Settlement and supersedes all previous negotiations, agreements,
12 commitments, understandings, and writings between the Parties in connection with the payment
13 of the Settlement. Except as otherwise provided herein, each Party shall bear its own costs.

14 **15.6** Class Counsel, on behalf of the Settlement Class, is expressly authorized by Class
15 Representatives to take all appropriate actions required or permitted to be taken by the Settlement
16 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly
17 authorized to enter into any modifications or amendments to the Settlement Agreement on behalf
18 of the Settlement Class which they deem appropriate in order to carry out the spirit of this
19 Settlement Agreement and to ensure fairness to the Settlement Class.

20 **15.7** Each counsel or other person executing the Settlement Agreement on behalf of any
21 Party hereto hereby warrants that such person has the full authority to do so.

22 **15.8** The Settlement Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them shall be deemed to be one and the same instrument. A
24 complete set of executed counterparts shall be filed with the Court.

25 **15.9** The Settlement Agreement shall be binding upon, and inure to the benefit of, the
26 successors and assigns of the parties hereto.

27 **15.10** The Court shall retain jurisdiction with respect to implementation and enforcement
28 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the

Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

15.11 As used herein, “he” means “he, she, or it,” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

15.12 All dollar amounts are in United States dollars (USD).

15.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement cash benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement cash benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Scripps shall have no obligation to make payments to the Settlement Class Member under §§ 2.1 and 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

15.14 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

DATED: 10 / 27 / 2022

By:



Johnny Corning
Named Plaintiff and Class Representative

DATED: _____

By:

Gale Ann Matthews
Named Plaintiff and Class Representative

DATED: _____

By:

Michael Matthews
Named Plaintiff and Class Representative

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By: _____

Johnny Corning
Named Plaintiff and Class Representative

DATED: 10/27/2022

By: 

Gale Ann Matthews
Named Plaintiff and Class Representative

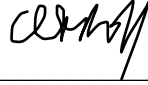
DATED: 10/27/2022

By: 


Michael Matthews
Named Plaintiff and Class Representative

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DATED: 10/27/2022

By: 
Alma Uphoff
Named Plaintiff and Class Representative

DATED: 10/27/2022

By: 
Kevin Uphoff
Named Plaintiff and Class Representative

DATED: 10/27/2022

By: 
Susan Moore
Named Plaintiff and Class Representative

DATED: _____

By: _____
Esteban Herrera
Named Plaintiff

DATED: _____

By: _____
Steven Dunetz
Named Plaintiff

DATED: _____

By: _____
Stefanie Lahrman
Named Plaintiff

DATED: _____

By: _____
Emily Joseph
Named Plaintiff

DATED: _____

By: _____
Name: Casie D. Collignon
Title: Outside Counsel for Defendant
Scripps Health

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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DATED: _____

By: _____

Alma Uphoff
Named Plaintiff and Class Representative

DATED: _____

By: _____

Kevin Uphoff
Named Plaintiff and Class Representative

DATED: _____

By: _____

Susan Moore
Named Plaintiff and Class Representative

DATED: _____

By: _____

Esteban Herrera
Named Plaintiff

DATED: _____

By: _____

Steven Dunetz
Named Plaintiff

DATED: 10/27/2022 | 11:57 AM PDT

By:  _____

Stefanie Lahrmann
Named Plaintiff

DATED: _____

By: _____

Emily Joseph
Named Plaintiff

DATED: _____

By: _____

Name: Casie D. Collignon
Title: Outside Counsel for Defendant
Scripps Health

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DATED: _____

By: _____
Alma Uphoff
Named Plaintiff and Class Representative

DATED: _____

By: _____
Kevin Uphoff
Named Plaintiff and Class Representative

DATED: _____

By: _____
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Esteban Herrera
Named Plaintiff

DATED: _____

By: _____
Steven Dunetz
Named Plaintiff

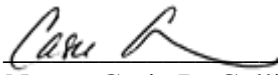
DATED: _____

By: _____
Stefanie Lahrmann
Named Plaintiff

DATED: _____

By: _____
Emily Joseph
Named Plaintiff

DATED: October 27, 2022

By: 
Name: Casie D. Collignon
Title: Outside Counsel for Defendant
Scripps Health

1
2 **APPROVED AS TO FORM:**

3 DATED: October 27, 2022

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**

By: Rachele R. Byrd
RACHELE R. BYRD

Co-Lead Counsel for Plaintiffs

8 DATED: 10/27/2022

COHELAN KHOURY & SINGER

By: Timothy D. Cohelan
TIMOTHY D. COHELAN

Co-Lead Counsel for Plaintiffs

13 DATED: October 27, 2022

KEEGAN & BAKER, LLP

By: Patrick N. Keegan
PATRICK N. KEEGAN

Plaintiffs' Liaison Counsel

17 DATED: October 27, 2022

**CLAYEO C. ARNOLD, A
PROFESSIONAL LAW CORP.**

By: M. Anderson Berry
M. ANDERSON BERRY
GREG HAROUTUNIAN

Attorneys for Plaintiff Johnny Corning

22 DATED: 10/27/2022

**LAW OFFICE OF ROBERT A.
WALLER, JR.**

By: Robert A. Waller, Jr.
ROBERT A. WALLER, JR.

Attorneys for Plaintiff Kenneth Garcia

1 DATED: _____

POTTER HANDY LLP

2 By: 
3 M. TREGLIO
4 MARK D. POTTER

5 *Attorneys for Plaintiffs Gale A. Matthews,*
6 *Michael Matthews, Alma Uphoff, Kevin*
7 *Uphoff and Susan Moore*

8 DATED: _____

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

9 By: _____
10 HELEN I. ZELDES

11 *Attorneys for Plaintiffs Esteban Herrera and*
12 *Steven Dunetz*

13 DATED: _____

BOTTINI & BOTTINI, INC.

14 By: _____
15 FRANCIS A. BOTTINI, JR.
16 ALBERT Y. CHANG
17 YURY A. KOLESNIKOV

18 *Attorneys for Plaintiff Stefanie Lahrmann*

19 DATED: _____

GOLDEN & CARDONA-LOYA, LLP

20 BY: _____
21 JEREMY S. GOLDEN

22 *Attorneys for Plaintiff Emily Joseph*

23 DATED: _____

BAKER & HOSTETLER LLP

24 By: _____
25 TERESA C. CHOW
26 CASIE D. COLLIGNON
27 MATTHEW D. PEARSON

28 *Attorneys for Defendant Scripps Health*

28717v9

DATED: _____

POTTER HANDY LLP

By: _____
M. TREGGIO
MARK D. POTTER

*Attorneys for Plaintiffs Gale A. Matthews,
Michael Matthews, Alma Uphoff, Kevin
Uphoff and Susan Moore*

DATED: 10/27/22

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

By: Helen I. Zeldes
HELEN I. ZELDES

*Attorneys for Plaintiffs Esteban Herrera and
Steven Dunetz*

DATED: October 27, 2022

BOTTINI & BOTTINI, INC.

By: Albert Y. Chang
FRANCIS A. BOTTINI, JR.
ALBERT Y. CHANG
YURY A. KOLESNIKOV

Attorneys for Plaintiff Stefanie Lahrman

GOLDEN & CARDONA-LOYA, LLP

BY: _____
JEREMY S. GOLDEN

Attorneys for Plaintiff Emily Joseph

DATED: _____

BAKER & HOSTETLER LLP

By: _____
TERESA C. CHOW
CASIE D. COLLIGNON
MATTHEW D. PEARSON

Attorneys for Defendant Scripps Health

28717v9

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2 DATED: _____

POTTER HANDY LLP

3 By: _____
4 M. TREGGIO
5 MARK D. POTTER

6 *Attorneys for Plaintiffs Gale A. Matthews,*
7 *Michael Matthews, Alma Uphoff, Kevin*
8 *Uphoff and Susan Moore*

9
10 DATED: _____

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

11 By: _____
12 HELEN I. ZELDES

13 *Attorneys for Plaintiffs Esteban Herrera and*
14 *Steven Dunetz*

15 DATED: _____

BOTTINI & BOTTINI, INC.

16 By: _____
17 FRANCIS A. BOTTINI, JR.
18 ALBERT Y. CHANG
19 YURY A. KOLESNIKOV

20 *Attorneys for Plaintiff Stefanie Lahrmann*

21 DATED: _____


GOLDEN & CARDONA-LOYA, LLP

22 BY: _____
23 JEREMY S. GOLDEN

24 *Attorneys for Plaintiff Emily Joseph*

25 DATED: October 27, 2022

BAKER & HOSTETLER LLP

26 By: 
27 TERESA C. CHOW
28 CASIE D. COLLIGNON
MATTHEW D. PEARSON

Attorneys for Defendant Scripps Health

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EXHIBIT A

**Must be postmarked or
submitted online NO
LATER THAN
Month Day, Year**

Scripps Data Breach Settlement Administrator
P.O. BOX 3389
PORTLAND, OR 97208-3389
www.ScrippsSettlement.com

SCRIPPS

Scripps Data Breach Settlement Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice from Scripps Health (“Scripps”) that your personally identifiable information may have been compromised as a result of a Ransomware Attack occurring on April 29, 2021, (the “Ransomware Attack”), you are a Settlement Class Member and may submit a claim for Settlement Benefit(s).

The easiest way to submit a claim is online at www.ScrippsSettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one or more of these benefits:

Cash Reimbursement. Use the Claim Form to request money for one or more of the following:

1. **Cash Payment Benefit.** If you submit a valid and timely Claim Form, you are eligible to receive a cash payment of **at least \$100**. This amount can be combined with a claim for Ordinary and/or Extraordinary Out-of-Pocket Losses.
2. **Reimbursement for Money You Spent or Lost.** If you spent money because of the Ransomware Attack, and you have documentation supporting these losses, you may be reimbursed up to \$1,000 for these Ordinary Out-of-Pocket Losses. You may also be eligible for reimbursement of up to \$7,500 in Extraordinary Out-of-Pocket Losses related to identity theft. You must submit documents supporting your claim(s).

Claims must be submitted online or mailed by Month Day, Year. Use the address at the top of this form for mailed claims.

Please note: The Settlement Administrator may contact you to request additional documents to process your claim.

For more information on the Settlement benefits, what documents you need to attach, how the Settlement Administrator will decide whether to approve your payments, and for complete instructions, **visit www.ScrippsSettlement.com.**

Settlement benefits will be distributed only after the Settlement is approved by the Court.

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing XXX@XXXXXX.com

First Name

[illegible]

MI

Last Name

[illegible]

Mailing Address

[illegible]

City

State

--	--

ZIP Code

--	--	--	--	--

Phone Number

--	--	--	--

Email Address

[illegible]

Unique ID (located on the postcard notice mailed to you)

[illegible]

Cash Payment Benefit

You can receive a cash payment of **at least \$100**. This amount can be combined with a claim for documented Ordinary and/or Extraordinary Out-of-Pocket Losses.

Please check below to receive a Cash Payment Benefit.

☐ Receive a cash payment of at least \$100

If you do not wish to file a claim for Ordinary or Extraordinary Out-of-Pocket Losses, you may skip to the section at the end titled, “How You Would Like to Receive Your Cash Payment.”

Cash Payment: Documented Ordinary Out-of-Pocket Losses

You can receive reimbursement for up to \$1,000 for documented out-of-pocket losses incurred as a result of the Ransomware Attack. You must submit documents with your Claim Form which show what happened and how much you lost or spent so that you can be repaid. This may include receipts or other documentation and may not be “self-prepared,” such as handwritten receipts. Self-prepared documents are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. If you do not provide the required documentation to support your Claim, your Claim will be denied.

Expense Types and Examples of Documents	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Ransomware Attack)
Unreimbursed Bank Fees <i>Examples: Bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees</i>	<div data-bbox="506 1629 833 1644"> <div>\$</div> <div></div><div></div><div></div><div></div><div></div> <div>•</div> <div></div><div></div> </div> <div data-bbox="506 1652 833 1667"> <div></div><div></div> <div>-</div> <div></div><div></div> <div>-</div> <div></div><div></div><div></div><div></div> <div>MM</div> <div>DD</div> <div>YYYY</div> </div>	<div data-bbox="914 1629 1307 1638"></div> <div data-bbox="914 1644 1307 1652"></div> <div data-bbox="914 1659 1307 1667"></div> <div data-bbox="914 1673 1307 1682"></div>

Long Distance Phone Charges <i>Example: Phone bills with charges</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Cell Phone Charges (only if charged by the minute) <i>Example: Phone bills with charges by the minute, internet usage charges if charged by the minute or by data usage or text messages charged by the message</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Unreimbursed Credit Card Fees <i>Examples: Credit card statement</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Unreimbursed Credit Monitoring <i>Examples: Costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud <i>Examples include but are not limited to: the cost of postage, gas for local travel or interest on payday loans due to card cancellation</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>

Cash Payment: Documented Extraordinary Out-of-Pocket Losses

You can receive reimbursement for up to \$7,500 for documented extraordinary losses incurred as a result of the Ransomware Attack if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Ransomware Attack; (3) the loss occurred between April 29, 2021 and **Month Day, Year** (Claims Deadline); (4) the loss is not already covered by one or more of the ordinary out-of-pocket losses reimbursement categories above; and (5) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance. If you do not provide the required documentation to support your Claim, your Claim will be denied.

Expense or Loss Types and Examples of Documents	Approximate Amount of Loss and Date	Description of Expense, Money Spent or Loss and Supporting Documents (Identify what you are attaching, and why it's related to the Ransomware Attack)
Extraordinary Loss <i>Examples: Unreimbursed fraudulent charges, professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>

Other Extraordinary Losses <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/>	<hr/> <hr/> <hr/> <hr/>
	<input type="text"/> <input type="text"/> MM - <input type="text"/> <input type="text"/> DD - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> YYYY	

How You Would Like to Receive Your Cash Payment

If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment (you could receive payment as an ACH direct deposit, prepaid debit card, or gift card using instructions emailed to you). Checks must be cashed within 90 days of receiving them.

Which do you prefer?

- ☐ Check mailed to me
- ☐ Digital payment instructions emailed to the email address I provided on page 2

Signature

I affirm under the laws of the State of California that the information supplied in this Claim Form is true and correct to the best of my knowledge, and any documents I submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Signature

Date: MM - DD - YYYY

Print Name

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

**IN RE: SCRIPPS HEALTH DATA
INCIDENT LITIGATION**

Lead Case No. 37-2021-00024103-CU-BT-CTL

Assigned to the Hon. Gregory W. Pollack
Department 71

Included Actions:

- Garcia v. Scripps Health*
Case No. 37-2021-00024103-CU-BT-CTL
- Corning v. Scripps Health*
Case No. 37-2021-00025007-CU-BT-CTL
- Matthews, et al. v. Scripps Health*
Case No. 37-2021-00027326-CU-MC-CTL
- Joseph v. Scripps Health Inc.*
Case No. 37-2021-00029680-CU-NP-CTL
- Lahrmann v. Scripps Health*
Case No. 37-2021-00031510-CU-BT-CTL
- Herrera v. Scripps Health*
Case No. 37-2021-00031787-CU-BC-CTL

[PROPOSED] FINAL APPROVAL ORDER

Action Filed: June 1, 2021

DATE:
TIME:
DEPT: SD-71

1 WHEREAS, the Court, having considered the Settlement Agreement filed [INSERT] (the
2 “Settlement”) between and among Plaintiffs Johnny Corning, Gale Ann Matthews, Michael
3 Matthews, Alma Uphoff, Kevin Uphoff, Susan Moore, Stephanie Lahrmann, Emily Joseph,
4 Esteban Herrera and Steven Dunetz (“Plaintiffs”) and Defendant Scripps Health (“Defendant” or
5 “Scripps”) (collectively, the “Parties”), the Court’s Order Granting Preliminary Approval of
6 Class Action Settlement and Conditionally Certifying Settlement Class (“Preliminary Approval
7 Order”), having held a Final Approval Hearing on [Date], having considered all of the
8 submissions and arguments with respect to the Settlement, and otherwise being fully informed,
9 and good cause appearing therefor;

10 **IT IS HEREBY ORDERED:**

11 1. Class Representatives’ Motion for Final Approval of Class Action Settlement and
12 Class Representatives’ Motion for an Award of Attorneys’ Fees and Expenses and Plaintiffs’
13 Service Awards are GRANTED.

14 2. This Order incorporates herein and makes a part hereof, the Settlement
15 Agreement (including its exhibits) and the Preliminary Approval Order. Unless otherwise
16 provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order
17 shall have the same meanings for purposes of this Order.

18 3. The Court has subject matter jurisdiction over this matter including, without
19 limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class
20 for settlement purposes only, to settle and release all claims released in the Settlement, and to
21 dismiss the Action with prejudice.

22 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

23 4. Based on its review of the record, including the Settlement, all submissions in
24 support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the
25 following Settlement Class for settlement purposes only:

26 All persons to whom Scripps sent, via direct mail, notice of the
27 Ransomware Attack.
28

1 5. Excluded from the Settlement Class are: (1) the Judges presiding over the Action
2 and members of their families; (2) Scripps, its subsidiaries, parent companies, successors,
3 predecessors, and any Entity in which Scripps or its parents have a controlling interest, and its
4 current or former officers and directors; (3) natural persons who properly execute and submit a
5 Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such
6 excluded natural person; and (5) any other person found by a court of competent jurisdiction to
7 be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or
8 who pleads nolo contendere to any such charge.

9 6. Also excluded from the Settlement Class are those persons identified in **Exhibit A**
10 hereto, each of whom submitted a timely and valid request to be excluded from the Settlement
11 Class. Such persons shall not receive the benefits of the Settlement and shall not be bound by this
12 Order.

13 7. For settlement purposes only, with respect to the Settlement Class, the Court
14 confirms that the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have
15 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement
16 Class Members in a single proceeding is impracticable; (b) questions of law and fact common to
17 all Settlement Class Members predominate over any potential individual questions; (c) the claims
18 of the Class Representatives are typical of the claims of the Settlement Class; (d) Class
19 Representatives and proposed Class Counsel will fairly and adequately represent the interests of
20 the Settlement Class; and (e) a class action is the superior method to fairly and efficiently
21 adjudicate this controversy.

22 **II. NOTICE TO THE SETTLEMENT CLASS**

23 8. The Court finds that Notice has been given to the Settlement Class in the manner
24 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice:
25 (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was
26 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
27 pendency of the Action, the terms of the Settlement including its release of Released Claims,
28 their right to exclude themselves from the Settlement Class or object to all or any part of the

1 Settlement, their right to appear at the Final Approval Hearing (either on their own or through
2 counsel hired at their own expense), and the binding effect of final approval of the Settlement on
3 all persons who do not exclude themselves from the Settlement Class; (iii) constituted due,
4 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) fully satisfied the
5 requirements of California Code of Civil Procedure § 382, the United States Constitution
6 (including the Due Process Clause), and any other applicable law.

7 **III. FINAL APPROVAL OF THE SETTLEMENT**

8 9. The Court finds that the Settlement resulted from arm's-length negotiations
9 between Class Counsel and Defendant.

10 10. The Court hereby finally approves in all respects the Settlement as fair,
11 reasonable, and adequate, and in the best interest of the Settlement Class.

12 11. The Court finds that Class Representatives and Class Counsel fairly and
13 adequately represented the interests of Settlement Class Members in connection with the
14 Settlement.

15 12. The Parties shall consummate the Settlement in accordance with the terms
16 thereof. The Settlement, and each and every term and provision thereof, including its release,
17 shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force
18 and effect of an order of this Court

19 **IV. RELEASE**

20 13. Upon the Effective Date, each Settlement Class Member, including Class
21 Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully,
22 finally, and forever released, relinquished, and discharged all Released Claims.

23 14. Upon the Effective Date, Scripps shall be deemed to have, and by operation of the
24 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,
25 each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including
26 Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement,
27 or resolution of the Action or the Released Claims, except for enforcement of the Settlement
28 Agreement. Any other claims or defenses Scripps may have against Settlement Class Members

1 including, without limitation, any claims based upon or arising out of any retail, banking, debtor-
2 creditor, contractual, or other business relationship with such Settlement Class Members that are
3 not based upon or do not arise out of the institution, prosecution, assertion, settlement, or
4 resolution of the Action or the Released Claims are specifically preserved and shall not be
5 affected by the preceding sentence.

6 15. For purposes of this Order and Judgment, “Released Claims” collectively means
7 any and all past, present, and future claims and/or causes of action including, but not limited to,
8 any causes of action arising under or premised upon any statute, constitution, law, ordinance,
9 treaty, regulation, or common law of any country, state, province, county, city, or municipality,
10 including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United
11 States as defined below; violations of the of the California Confidentiality of Medical
12 Information Act, Cal. Civ. Code § 56, *et seq.* and all similar state statutes; violation of the
13 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* and all similar state
14 consumer-protection statutes; violations of the California Consumer Records Act, Cal. Civ. Code
15 § 1798.82, *et seq.* and all similar state privacy-protection statutes, including, but not limited to,
16 the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.*; negligence;
17 negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty;
18 breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent,
19 negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate
20 notice pursuant to any breach notification statute or common law duty; and including, but not
21 limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief,
22 equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services,
23 the creation of a fund for future damages, statutory damages, punitive damages, special damages,
24 exemplary damages, restitution, and/or the appointment of a receiver, whether known or
25 unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or
26 derivative, and any other form of legal or equitable relief that either has been asserted, was
27 asserted, was alleged in the Action, and/or could have been asserted, by any member of the
28 Settlement Class against any of the Released Persons based on, relating to, concerning or arising

1 out of the Ransomware Attack. For avoidance of doubt, the scope of the Released Claims
2 excludes claims for physical bodily injuries attributable to the denial of medical treatment or for
3 delayed medical treatment due to the Ransomware Attack. Released Claims shall not include the
4 right of any Settlement Class Member or any of the Released Persons to enforce the terms of the
5 settlement contained in this Settlement Agreement, and shall not include the claims of members
6 of the Settlement Class Members who have timely excluded themselves from the Settlement
7 Class.

8 16. Further, upon the Effective Date, and to the fullest extent permitted by law,
9 each Settlement Class Member, including Class Representatives, shall, either directly,
10 indirectly, representatively, as a member of or on behalf of the general public or in any capacity,
11 be permanently barred and enjoined from commencing, prosecuting, or participating in any
12 recovery in any action in this or any other forum (other than participation in the Settlement as
13 provided herein) in which any of the Released Claims is asserted.

14 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND PLAINTIFFS' SERVICE**
15 **AWARDS**

16 17. The Court awards attorneys' fees of \$[XXX], reimbursement of costs and
17 expenses in the amount of \$[XXX], totaling \$[XXXXX], and payment of Service Awards in the
18 amount of \$2,500.00 to each of the Plaintiffs. The Court directs the Settlement Administrator to
19 pay such amounts in accordance with the terms of the Settlement Agreement. Class Counsel, in
20 their sole discretion, shall allocate and distribute the amount of the Fee Award and Costs
21 awarded by the Court among Plaintiffs' counsel.

22 **VI. OTHER PROVISIONS**

23 18. Without affecting the finality of this Judgment in any way, the Court retains
24 continuing jurisdiction over the Parties and the Settlement Class for the administration,
25 consummation, and enforcement of the terms of the Settlement Agreement.

26 19. In the event the Effective Date does not occur, this Order shall be rendered null
27 and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all
28 orders entered in connection herewith shall be vacated and null and void, the Parties shall be

1 restored to their respective positions in the Action, all of the Parties' respective pre-Settlement
2 claims and defenses will be preserved, and the terms and provisions of the Settlement shall have
3 no further force and effect with respect to the Parties and shall not be used in the Action or in any
4 other proceeding for any purpose, and any judgment or order entered by the Court in accordance
5 with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*

6 **IT IS SO ORDERED.**

7
8 Dated:

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HON. GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

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EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

**IN RE: SCRIPPS HEALTH DATA
INCIDENT LITIGATION**

Lead Case No. 37-2021-00024103-CU-BT-CTL

Assigned to the Hon. Gregory W. Pollack
Department 71

Included Actions:

- Garcia v. Scripps Health*
Case No. 37-2021-00024103-CU-BT-CTL
- Corning v. Scripps Health*
Case No. 37-2021-00025007-CU-BT-CTL
- Matthews, et al. v. Scripps Health*
Case No. 37-2021-00027326-CU-MC-CTL
- Joseph v. Scripps Health Inc.*
Case No. 37-2021-00029680-CU-NP-CTL
- Lahrmann v. Scripps Health*
Case No. 37-2021-00031510-CU-BT-CTL
- Herrera v. Scripps Health*
Case No. 37-2021-00031787-CU-BC-CTL

[PROPOSED] JUDGMENT

Action Filed: June 1, 2021

DATE:
TIME:
DEPT: SD-71

1 WHEREAS, the Court, having considered the Settlement Agreement filed [INSERT] (the
2 “Settlement”) between and among Plaintiffs Johnny Corning, Gale Ann Matthews, Michael
3 Matthews, Alma Uphoff, Kevin Uphoff, Susan Moore, Stephanie Lahrmann, Emily Joseph,
4 Esteban Herrera, and Steven Dunetz (“Plaintiffs”), individually and on behalf of the Settlement
5 Class, and Defendant Scripps Health (“Defendant” or “Scripps”) (collectively, the “Parties”), the
6 Court’s Order Granting Preliminary Approval of Class Action Settlement and Conditionally
7 Certifying Settlement Class (“Preliminary Approval Order”), having held a Final Approval
8 Hearing on [Date], having considered all of the submissions and arguments with respect to the
9 Settlement, and otherwise being fully informed, and good cause appearing therefor;

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

11 1. This Court has jurisdiction over the subject matter of the Action, this litigation,
12 and over all parties to the Action, including all Settlement Class Members.

13 2. The Court finally certifies the following Settlement Class for settlement purposes
14 only:

15 All persons to whom Scripps sent, via direct mail, notice of the
16 Ransomware Attack.

17 3. Excluded from the Settlement Class are: (1) the Judges presiding over the Action
18 and members of their families; (2) Scripps, its subsidiaries, parent companies, successors,
19 predecessors, and any Entity in which Scripps or its parents have a controlling interest, and its
20 current or former officers and directors; (3) natural persons who properly execute and submit a
21 Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such
22 excluded natural person; and (5) any other person found by a court of competent jurisdiction to
23 be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or
24 who pleads nolo contendere to any such charge.

25 4. Also excluded from the Settlement Class are those persons identified in **Exhibit A**
26 to the Final Approval Order, each of whom submitted a timely and valid request to be excluded
27 from the Settlement Class. Such persons shall not receive the benefits of the Settlement and shall
28 not be bound by this Order.

1 5. This Court hereby enters Judgment in accordance with, and subject to, the terms
2 set forth in the Final Approval Order, and the Class Representatives and the Settlement Class
3 Members shall take nothing except as provided in the Settlement Agreement.

4 6. Class Representatives Johnny Corning, Gale Ann Matthews, Michael Matthews,
5 Alma Uphoff, Kevin Uphoff, and Susan Moore fairly and adequately represented the Settlement
6 Class Members.

7 7. Class Counsel Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP;
8 Timothy D. Cohelan of Cohelan Khoury & Singer; Patrick N. Keegan of Keegan & Baker, LLP;
9 and M. Anderson Berry of Clayco C. Arnold, APLC fairly and adequately represented the
10 Settlement Class Members.

11 8. The Settling Parties shall take all steps necessary and appropriate to provide
12 Settlement Class Members with the benefits to which they are entitled under the terms of the SA
13 and pursuant to the Orders of the Court.

14 9. Plaintiffs are each awarded a Service Payment of \$2,500.

15 10. Class Counsel is hereby awarded \$_____ in attorneys' fees and
16 \$_____ in expenses, for a total of \$_____, which amounts are
17 approved as fair and reasonable, in accordance with the terms of the Settlement Agreement.

18 11. The Court hereby approves the Settlement Agreement and finds that the
19 Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class.

20 12. Upon the Effective Date, each Settlement Class Member, including Plaintiffs,
21 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
22 released, relinquished, and discharged all Released Claims. Further, upon the Effective Date,
23 and to the fullest extent permitted by law, each Settlement Class Member, including
24 Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the
25 general public or in any capacity, be permanently barred and enjoined from commencing,
26 prosecuting, or participating in any recovery in any action in this or any other forum (other than
27 participation in the Settlement as provided herein) in which any of the Released Claims is
28 asserted.

1 13. Upon the Effective Date, Scripps shall be deemed to have, and by operation of the
2 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs,
3 each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims, including
4 Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement,
5 or resolution of the Action or the Released Claims, except for enforcement of the Settlement
6 Agreement. Any other claims or defenses Scripps may have against Settlement Class Members
7 including, without limitation, any claims based upon or arising out of any retail, banking, debtor-
8 creditor, contractual, or other business relationship with such Settlement Class Members that are
9 not based upon or do not arise out of the institution, prosecution, assertion, settlement, or
10 resolution of the Action or the Released Claims are specifically preserved and shall not be
11 affected by the preceding sentence.

12 14. The Notice disseminated pursuant to the Notice Plan and by Order of this Court
13 was the best notice practicable under the circumstances. The Class Notice provided due and
14 adequate notice of those proceedings and of the matters set forth therein, including the proposed
15 Settlement, to all persons entitled to such notice, and the Notice fully satisfied the requirements
16 of California law and the requirements of due process.

17 15. Pursuant to the Settlement Agreement, California Code of Civil Procedure section
18 664.6, and rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the
19 Parties to enforce the terms of the Settlement Agreement, the Final Approval Order, and this
20 Judgment.

21 16. This document shall constitute a judgment for purposes of California Rules of
22 Court, rule 3.769(h). The Clerk is directed to enter this Judgment forthwith.

23 17. This Judgment shall be posted on the Settlement Website until at least thirty (30)
24 days after the Effective Date.

25 **IT IS SO ORDERED.**

26 Dated:

27 _____
HON. GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

28 28821

EXHIBIT D

If you were notified of a Ransomware Attack on Scripps that occurred in April 2021, you may be entitled to benefits from a settlement, including at least \$100.

A state court has authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Scripps Health (“Scripps” or “Defendant”) regarding a Ransomware Attack that resulted in an unauthorized person gaining access to Scripps’ network, deploying malware, and, on April 29, 2021, acquiring copies of some of the documents stored on Scripps’ network.
- You are a “Settlement Class Member” if Scripps previously mailed to you Notice of the Ransomware Attack.
- All Settlement Class Members can submit a Claim Form for one or more of the following:
 1. **Cash Payment Benefit:** All Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of **at least \$100**;
 2. **Ordinary Out-of-Pocket Losses:** Reimbursement of up to \$1,000 for certain documented Out-of-Pocket Losses related to the Ransomware Attack; and
 3. **Extraordinary Out-of-Pocket Losses:** Reimbursement of up to \$7,500 for certain documented and proven monetary losses related to identity theft that is fairly traceable to the Ransomware Attack.
- All Settlement Class members are also eligible to receive thirty-six (36) months of free identity theft protection and fraud resolution services from Aura a/k/a Pango (“Pango ID Theft Protection”). You do not need to submit a Claim Form to receive this benefit. You can use the enrollment code listed on the postcard notice you received in the mail to enroll once the Settlement is finalized.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to receive the Cash Payment Benefit and a Cash Reimbursement of Documented Ordinary/Extraordinary Out-of-Pocket Losses is to submit a claim form by the deadline. You do <u>not</u> need to submit a Claim Form to receive identity theft protection and fraud resolution services. You can use the enrollment code listed on the postcard notice mailed to you to enroll once the Settlement is finalized.	MONTH DD, 20XX
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment or the opportunity to enroll for 36 months of free identity theft protection and fraud resolution services, but you may be able to file your own lawsuit against Scripps for the same claims. This is the only option that leaves you the right to file your own lawsuit against Scripps for the claims that are being resolved by the Settlement. In order to be effective, you must submit a request for exclusion by the deadline.	MONTH DD, 20XX
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	MONTH DD, 20XX
DO NOTHING	If you do nothing, you will remain in the Settlement Class and forfeit your right to receive the Cash Payment Benefit and a Cash Reimbursement of Documented Ordinary/Extraordinary Out-of-Pocket Losses. If you do nothing, you will still be eligible to enroll in 36 months of free identity theft protection and fraud resolution services.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees, service awards, and costs. No Settlement Benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION PAGE X

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE X

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?
7. What if I am still not sure whether I am part of the Settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE X

8. What does the Settlement provide?

HOW TO GET BENEFITS FROM THE SETTLEMENT PAGE X

9. How do I submit a claim for the Cash Payment Benefit and/or reimbursement of Ordinary and/or Extraordinary Out-of-Pocket Losses?
10. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?
11. What are the Released Claims?
12. What happens if my contact information changes after I submit a claim?
13. When will I receive my Settlement Benefits?

THE LAWYERS REPRESENTING YOU PAGE X

14. Do I have a lawyer in this case?
15. How will Class Counsel be paid?

OPTING OUT FROM THE SETTLEMENT PAGE X

16. How do I get out of the Settlement?
17. If I opt out, can I get anything from the Settlement?
18. If I do not opt out, can I sue the Defendant for the same thing later?

OBJECTING TO THE SETTLEMENT PAGE X

19. How do I tell the Court that I do not like the Settlement?
20. What is the difference between objecting and asking to opt out?

THE FINAL Approval HEARING PAGE X

21. When and where will the Court decide whether to approve the Settlement?
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Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

BASIC INFORMATION

1. Why is this Notice being provided?

A California court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Gregory W. Pollack of the Superior Court of the State of California, County of San Diego, is overseeing this class action. The case is known as *In re: Scripps Health Data Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL (the “Litigation”). The people who filed this lawsuit are called the “Plaintiffs” or “Class Representatives”, and the company sued, Scripps Health, Inc., is called “Scripps” or the “Defendant.”

2. What is this lawsuit about?

The Litigation alleges that on April 29, 2021, Scripps was the victim of a Ransomware Attack whereby an unauthorized person gained access to Scripps’ network, deployed malware, and acquired copies of some of the documents stored on Scripps’ network. Those documents may have included Plaintiffs’ and/or Settlement Class Members’ medical information, including names, addresses, dates of birth, Social Security numbers and/or driver license numbers, health insurance information, medical record numbers, patient account numbers, and/or clinical information, such as physician name, date(s) of service and/or treatment information.

The Defendant 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. The Defendant denies these and all other claims made in the Litigation. By entering into the Settlement, the Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, Class Representatives sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

The Class Representatives in this case are Johnny Corning, Gale Ann Matthews, Michael Matthews, Alma Uphoff, Kevin Uphoff, and Susan Moore

4. Why is there a Settlement?

Plaintiffs and the Defendant do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement Benefits made available under the Settlement, because of the risks and uncertainty associated with continued litigation, and because of the nature of the defenses raised by the Defendant.

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if Scripps previously mailed to you Notice of the Ransomware Attack. If you are not sure whether Scripps mailed you a Notice, you may contact the Settlement Administrator at 1-XXX-XXX-XXXX.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (1) the Judges presiding over the Action and members of their families; (2) Scripps, its subsidiaries, parent companies, successors, predecessors, and any entity in which Scripps or its parents have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded natural person; and (5) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or who pleads *nolo contendere* (a legal term meaning “I do not wish to contend”) to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at www.ScrippsSettlement.com or call the Settlement Administrator’s toll-free number at 1-xxx-xxx-xxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member, you may be able to recover the following benefits by completing a Claim Form, located at www.ScrippsSettlement.com:

1. Cash Payment Benefit

By submitting a Valid Claim using the Claim Form, you are eligible to receive a cash payment of **at least \$100**. This amount can be combined with the below Ordinary and Extraordinary documented Out-of-Pocket Losses. This cash benefit does not require documentation.

All claims for a Cash Payment Benefit are subject to a ***pro rata* increase** based on the number of claims received by the Settlement Administrator.

2. Ordinary Out-of-Pocket Losses Reimbursement

By submitting a Valid Claim using the Claim Form, you are eligible to receive reimbursement for the following documented out-of-pocket losses incurred as a result of the Ransomware Attack, not to exceed \$1,000:

- (i) Unreimbursed bank fees;
- (ii) Unreimbursed card reissuance fees;
- (iii) Unreimbursed overdraft fees;
- (iv) Unreimbursed charges related to unavailability of funds;
- (v) Unreimbursed late fees;
- (vi) Unreimbursed over-limit fees;

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

- (vii) Long distance telephone charges;
- (viii) Cell minutes (if charged by minute);
- (ix) Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Ransomware Attack);
- (x) Text messages (if charged by the message and incurred solely as a result of the Ransomware Attack);
- (xi) Unreimbursed charges from banks or credit card companies;
- (xii) Interest on payday loans due to card cancellation or due to an over-limit situation incurred solely as a result of the Ransomware Attack;
- (xiii) Costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased by members of the Settlement Class between April 29, 2021, and the date of the Claims Deadline; and
- (xiv) Other losses incurred by Settlement Class Members determined by the Settlement Administrator to be fairly traceable to the Ransomware Attack, including, but not limited to, the cost of postage and gas for local travel.

To receive reimbursement for any of these Ordinary Out-of-Pocket Losses, you must submit a Valid Claim Form that includes (i) your name and address; (ii) supporting documentation of your out-of-pocket expenses; and (iii) a description of the loss, if not readily apparent from the documentation.

3. Extraordinary Out-of-Pocket Losses Reimbursement

If you are a Settlement Class Member, submit a timely and Valid Claim Form, and have suffered a monetary loss due to identity theft, you are eligible to receive up to \$7,500 if:

- (i) The loss is an actual, documented and unreimbursed monetary loss arising out of or relating to identity theft;
- (ii) The loss is fairly traceable to the Ransomware Attack;
- (iii) The loss occurred between April 29, 2021 and the Claims Deadline;
- (iv) The loss is not already covered by one or more of the reimbursement categories listed above as an Ordinary Out-of-Pocket Loss; and
- (v) You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

To receive reimbursement for Extraordinary Out-of-Pocket Losses, you must submit a Valid Claim Form with a statement that your claim is true and correct to the best of your knowledge and is being made under penalty of perjury. You must also submit reasonable documentation supporting that the Extraordinary Out-of-Pocket Losses were actually incurred and are fairly traceable to the Ransomware attack. Failure to do so will result in denial of your claim.

4. Credit Monitoring and Automatic Fraud Resolution Services

All members of the Settlement Class shall receive thirty-six months of free identity theft protection, called “IDentity Defense Total,” as well as thirty-six months of fraud resolution services from Aura a/k/a Pango (collectively, “Pango ID Theft Protection”). To receive these free 36 months of ID Theft Protection, you need only timely enroll in the service. Settlement Class Members need not submit a claim to receive this service. You can use the enrollment code listed on the postcard notice you received in the mail to enroll once the Settlement is finalized. If you did not receive a postcard notice but believe you are a Settlement Class Member, or if you no longer have your enrollment code, contact the Settlement Administrator at 1-xxx-xxxx. A list of services included in the Pango ID Theft Protection is available in Section 2.3 of the Settlement Agreement, available on the Settlement Website. Visit the Settlement Website to request an email reminder to enroll when the Settlement has been finally approved by the Court.

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. How do I submit a claim for the Cash Payment Benefit and/or reimbursement of Ordinary and/or Extraordinary Out-of-Pocket Losses?

Settlement Class Members seeking the Cash Payment Benefit and/or reimbursement for documented Ordinary and/or Extraordinary Out-of-Pocket Losses must submit a Valid Claim Form to the Settlement Administrator by **Month Day, 2022**. You will need your Unique ID to file a Claim Form online. Your Unique ID can be found on the postcard notice mailed to you. If you did not receive a postcard notice but believe you are a Settlement Class Member, or if you no longer have your Unique ID, contact the Settlement Administrator at 1-xxx-xxxx.

Claim Forms can be submitted online at www.ScrippsSettlement.com or by mail. If by mail, the Claim Form must be **postmarked** by **Month Day, 2022**. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-xxx-xxx-xxx or by writing to:

Scripps Settlement Administrator
PO Box xxxx
Portland, OR 972xx-xxxx

You do not need to submit a Claim Form to receive Pango ID Theft Protection. You can use the enrollment code listed on the postcard notice you received in the mail to enroll once the Settlement is finalized. If you did not receive a postcard notice but believe you are a Settlement Class Member, or if you no longer have your enrollment code, contact the Settlement Administrator at 1-xxx-xxxx. The Settlement Website provides Settlement Class Members with the ability to request an email reminding them to timely enroll in Pango ID Theft Protection once the Court approves the Settlement. In order to receive this reminder email, the Settlement Class Members must provide, via the Settlement Website, the email address to which they would like the reminder email to be sent. The reminder email will be sent at or shortly before the Pango ID Theft Protection enrollment period begins after the Court has approved the Settlement.

10. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Persons about the legal issues in this Litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

11. What are the Released Claims?

The Settlement Agreement in Section 1.39 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.ScrippsSettlement.com or in the public Court records on file in this Lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-xxx-xxx-xxxx, by emailing XXX@XXXXX.com, or by writing to:

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

Scripps Settlement Administrator
PO Box xxxx
Portland, OR 972xx-xxxx

13. When will I receive my Settlement Benefits?

If you file a timely and Valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.ScrippsSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San Diego, California, 92101, (619) 239-4599; Timothy D. Cohelan of Cohelan Khoury & Singer, 605 C Street, Suite 200, San Diego, California 92101, (619) 595-3001; Patrick N. Keegan of Keegan & Baker, LLP, 2292 Faraday Ave., Suite 100, Carlsbad, California, 92008, (760) 929-9303; and M. Anderson Berry of Clayeo C. Arnold, APLC, 5 Howe Ave., Sacramento, California, 95825, (916) 239-4778 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs of \$3,100,000 to Class Counsel. They will also ask the Court to approve Service Awards of \$2,500 to each of the ten (10) Plaintiffs for participating in this Litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the Service Awards will be paid by Defendant and will not reduce the amount of money available to the Settlement Class. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the Settlement Website at www.ScrippsSettlement.com before the deadline for you to comment or object to the Settlement.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

16. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out. The written notice must be signed by you and include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

The opt-out request must be **postmarked** and sent to the Settlement Administrator at the following address by **Month Day, 2022**:

Scripps Settlement Administrator
Exclusions

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

You cannot exclude yourself by telephone or by email.

17. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement Benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

18. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue the Defendant and Released Persons and their Related Entities for the claims this Settlement resolves and releases relating to Ransomware Attack. You must opt-out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, service awards, and costs. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, service awards, and costs. To object, you must mail timely written notice as provided below no later than **Month Day, 2022**, stating you object to the Settlement. The objection must include all the following additional information:

- 1) Your full name and address;
- 2) The case name and number—*In re: Scripps Health Data Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL;
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Ransomware Attack, or a statement explaining why you believe you are a Settlement Class Member);
- 4) A written statement of all grounds for the objection, accompanied by any legal support for the you believe applicable;
- 5) The identity of any and all counsel representing you in connection with the objection;
- 6) A statement whether you or your counsel will appear at the Final Approval Hearing; and
- 7) Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked no later than **Month DD, 20YY**, to the Settlement Administrator at the following address:

Scripps Settlement Administrator
PO Box xxxx
Portland, OR 972xx-xxxx

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 10 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the litigation.

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

20. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service awards, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting-out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month Day, 2022, at X:XX a/p.m.** before Judge Gregory W. Pollack at 330 W. Broadway, San Diego, CA 92101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels' application for attorneys' fees, costs and expenses, and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via Microsoft Teams or by phone. Any change will be posted at www.ScrippsSettlement.com.

22. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in this Litigation and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Section 19 and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the Released Persons about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Ransomware Attack.

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.ScrippsSettlement.com, by calling 1-xxx-xxx-xxxx or by writing to:

Scripps Settlement Administrator
PO Box xxxx
Portland, OR 972xx-xxxx

PLEASE DO NOT TELEPHONE THE COURT OR ITS CLERK'S OFFICE REGARDING THIS NOTICE.

Questions? Go to www.ScrippsSettlement.com or call 1-xxx-xxx-xxxx

EXHIBIT E

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

**IN RE: SCRIPPS HEALTH DATA
INCIDENT LITIGATION**

Lead Case No. 37-2021-00024103-CU-BT-CTL

Assigned to the Hon. Gregory W. Pollack
Department 71

Included Actions:

- Garcia v. Scripps Health*
Case No. 37-2021-00024103-CU-BT-CTL
- Corning v. Scripps Health*
Case No. 37-2021-00025007-CU-BT-CTL
- Matthews, et al. v. Scripps Health*
Case No. 37-2021-00027326-CU-MC-CTL
- Joseph v. Scripps Health Inc.*
Case No. 37-2021-00029680-CU-NP-CTL
- Lahrman v. Scripps Health*
Case No. 37-2021-00031510-CU-BT-CTL
- Herrera v. Scripps Health*
Case No. 37-2021-00031787-CU-BC-CTL

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS**

Action Filed: June 1, 2021

DATE:
TIME:
DEPT: SD-71

1 WHEREAS, the above-styled Action was filed on June 1, 2021;

2 WHEREAS, Plaintiffs Johnny Corning, Gale Ann Matthews, Michael Matthews, Alma
3 Uphoff, Kevin Uphoff, and Susan Moore (“Named Plaintiffs”), individually and on behalf of
4 themselves and the proposed Settlement Class (defined below), and Defendant Scripps Health
5 (“Scripps” or “Defendant”) (collectively, the “Settling Parties”), have entered into a Settlement
6 Agreement and Release (“Settlement Agreement”) resolving the Action, subject to Court
7 approval;

8 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation
9 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
10 are well experienced in similar class action litigation; and

11 WHEREAS, Named Plaintiffs, the proposed Class Representatives, have moved the
12 Court for entry of an order preliminarily approving the Settlement, conditionally certifying the
13 Settlement Class for settlement purposes only, and approving the form and method of notice
14 upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits
15 thereto.

16 WHEREAS, the Court having considered the Settlement Agreement, together with all
17 exhibits thereto and records in this case, and the arguments of counsel and for good cause
18 appearing, hereby orders as follows:

19 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

20 1. Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is
21 GRANTED. The terms defined in the Settlement Agreement shall have the same meanings in
22 this Order.

23 2. Having made the findings set forth below, the Court conditionally certifies the
24 following Class for settlement purposes only:

25 All persons to whom Scripps sent, via direct mail, notice of the
26 Ransomware Attack.

27 3. Excluded from the Settlement Class are: (1) the Judges presiding over the Action
28 and members of their families; (2) Scripps, its subsidiaries, parent companies, successors,

1 predecessors, and any Entity in which Scripps or its parents have a controlling interest, and its
2 current or former officers and directors; (3) natural persons who properly execute and submit a
3 Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such
4 excluded natural person; and (5) any other person found by a court of competent jurisdiction to
5 be guilty under criminal law of initiating, causing, aiding, or abetting the Ransomware Attack or
6 who pleads nolo contendere to any such charge.

7 4. For settlement purposes only, with respect to the Settlement Class, the Court
8 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
9 Procedure 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
10 individual Settlement Class members in a single proceeding is impracticable; (b) questions of
11 law and fact common to all Settlement Class Members predominate over any potential individual
12 questions; (c) the claims of the Named Plaintiffs are typical of the claims of the Settlement Class;
13 (d) Named Plaintiffs and proposed Class Counsel will fairly and adequately represent the
14 interests of the Settlement Class; and (e) a class action is the superior method to fairly and
15 efficiently adjudicate this controversy.

16 5. The Court hereby appoints Named Plaintiffs, Johnny Corning, Gale Ann
17 Matthews, Michael Matthews, Alma Uphoff, Kevin Uphoff, and Susan Moore, as Class
18 Representatives for the Settlement Class.

19 6. The Court hereby appoints Rachele R. Byrd of Wolf Haldenstein Adler Freeman
20 & Herz LLP; Timothy D. Cohelan of Cohelan Khoury & Singer; Patrick N. Keegan of Keegan &
21 Baker, LLP; and M. Anderson Berry of Clayco C. Arnold, APLC as Class Counsel.

22 **II. PRELIMINARY APPROVAL**

23 7. The terms of the Settlement, including its proposed release, are preliminarily
24 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
25 providing notice of the Settlement to the Settlement Class in accordance with the Notice Plan,
26 and are subject to further and final consideration at the Final Approval Hearing provided for
27 below. In making this determination, the Court considered the fact that the Settlement is the
28 product of arm's-length negotiations facilitated by a neutral mediator and conducted by

experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement Agreement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

9. The Court appoints Epiq as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

10. The Court has considered the Notice provisions of the Settlement, the Notice Plan set forth in the Settlement Agreement and the Long Form Notice and Summary Notice, attached as Exhibits D and F to the Settlement Agreement, respectively. The Court finds that the direct emailing and/or mailing of Notice in the manner set forth in the Notice Plan is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Long Form Notice and Summary Notice in the forms attached as Exhibits D and F, respectively, to the Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice Plan following entry of this Order in accordance with the terms of the Settlement Agreement.

11. The Court approves as to form and content the Claim Form attached as Exhibit A to the Settlement Agreement.

12. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they are entitled to seek relief. The

1 Claims deadline is [90 days after the Notice Commencement Date]. All Settlement Class
2 Members who fail to submit a claim in accordance with the requirements and procedures of the
3 Settlement Agreement and respective Claim Form shall be forever barred from receiving any
4 such benefit but will in all other respects be subject to and bound by the provisions of the
5 Settlement and the releases contained therein. Notwithstanding any of the above, Settlement
6 Class Members who fail to submit a claim in accordance with the requirements and procedures
7 of the Settlement Agreement and respective Claim Form may still enroll in the Credit Monitoring
8 and Automatic Fraud Resolution Services, provided they do so within ninety (90) days of the
9 Effective Date.

10 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

11 13. Each person wishing to opt out of the Settlement Class must individually sign and
12 timely submit written notice of such intent to the designated Post Office box established by the
13 Settlement Administrator. The written notice must clearly manifest the Settlement Class
14 Member's intent to be excluded from the Settlement Class. To be effective, written notice must
15 be postmarked no later than [75 days after the Notice Commencement Date].

16 14. Persons who submit valid and timely notices of their intent to be excluded from
17 the Settlement Class shall neither receive any benefits of nor be bound by the terms of the
18 Settlement.

19 15. Persons falling within the definition of the Settlement Class who do not timely
20 and validly request to be excluded from the Settlement Class shall be bound by the terms of the
21 Settlement, including its releases, and all orders entered by the Court in connection therewith.

22 **V. OBJECTIONS**

23 16. Each Settlement Class Member desiring to object to the Settlement must submit a
24 timely written notice of his or her objection to the Settlement Administrator the designated Post
25 Office box established by the Settlement Administrator. Such notice must include: (i) the
26 objector's full name and address; (ii) the case name and number—*In re: Scripps Health Data*
27 *Incident Litigation*, Case No. 37-2021-00024103-CU-BT-CTL; (iii) information identifying the
28 objector as a Settlement Class Member, including proof that the objector is a member of the

1 Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the
2 Ransomware Attack, or a statement explaining why the objector believes he or she is a Settlement
3 Class Member); (iv) a written statement of all grounds for the objection, accompanied by any
4 legal support for the objection the objector believes applicable; (v) the identity of any and all
5 counsel representing the objector in connection with the objection; (vi) a statement whether the
6 objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the
7 objector's signature or the signature of the objector's duly authorized attorney or other duly
8 authorized representative (if any) representing him or her in connection with the objection.

9 17. To be timely, written notice of an objection in appropriate form must be mailed
10 and postmarked no later than the Objection Date [75 days after the Notice Commencement Date]
11 to the Settlement Administrator at the address set forth in the Class Notice.

12 18. Unless otherwise ordered by the Court, any Settlement Class Member who does
13 not timely object in the manner prescribed above shall be deemed to have waived all such
14 objections and shall forever be foreclosed from making any objection to the fairness, adequacy,
15 or reasonableness of the Settlement, including its releases, the Order and Judgment approving the
16 Settlement, and Class Counsels' motion for a Fee Award and Costs and Named Plaintiffs'
17 Service Awards.

18 **VI. THE FINAL APPROVAL HEARING**

19 19. The Court will hold a Final Approval Hearing on [Date], at [Time] __.m., at the
20 San Diego Courthouse, 330 West Broadway, San Diego, California 92101, Department SD-71,
21 to consider: (a) whether certification of the Settlement Class for settlement purposes only should
22 be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in
23 the best interests of the Settlement Class; (c) the application by Class Counsel for an award of
24 attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for
25 Named Plaintiffs' service awards as provided for under the Settlement; (e) whether the release of
26 Released Claims as set forth in the Settlement should be provided; (f) whether the Court should
27 enter the [Proposed] Final Order and [Proposed] Judgment; and (g) ruling upon such other
28 matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time

to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

20. No later than [16 court days prior to the Final Approval Hearing], the Named Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards. No later than [5 court days prior to the Final Approval Hearing], Named Plaintiffs shall file their Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement and their Reply Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards, including as needed to respond to any valid and timely objections.

21. The related time periods for events preceding the Final Approval Hearing are as follows:

Event	Timing
Scripps to provide Settlement Administrator with Settlement Class Member Information	No later than 14 days after entry of this Order
Notice Commencement Date	Within 30 days after entry of this Order
Claims Deadline	90 days after the Notice Commencement Date
Opt-Out Deadline	75 days after the Notice Commencement Date
Objection Deadline	75 days after the Notice Commencement Date
Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	16 court days prior to the Final Approval Hearing
Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	5 court days prior to the Final Approval Hearing
Final Approval Hearing	150 days after Preliminary Approval, or shortly thereafter

22. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending final approval of the Settlement.

IT IS SO ORDERED.

Dated:

HON. GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

EXHIBIT F

Postcard Notice

Front of Postcard:

Scripps Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

If you were notified of a Ransomware Attack on Scripps that occurred in April 2021, you are entitled to at least \$100 in CASH and other benefits from a class action settlement.

Inside of Postcard:

UNIQUE ID: <<XXXX>>

You are receiving this notice because you are a Settlement Class Member entitled to at least \$100 in CASH and other benefits. To submit a claim, please visit www.ScrippsSettlement.com.

A settlement has been reached in a class action lawsuit against Scripps Health, Inc. regarding a Ransomware Attack that resulted in an unauthorized person gaining access to Scripps' network, deploying malware, and, on April 29, 2021, acquiring copies of some of the documents stored on Scripps' network.

Under the terms of the settlement, Settlement Class Members can recover the following benefits:

- **Cash Payment Benefit:** All Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of **at least \$100**. This amount can be combined with the below Ordinary and Extraordinary documented Out-of-Pocket Losses.
- **Ordinary Out-of-Pocket Losses:** Reimbursement of up to \$1,000 for certain documented Out-of-Pocket Losses related to the Ransomware Attack. For a full list of eligible Out-of-Pocket Losses, please visit www.ScrippsSettlement.com.
- **Extraordinary Out-of-Pocket Losses:** Reimbursement of up to \$7,500 for certain documented and proven monetary losses related to identity theft that are fairly traceable to the Ransomware Attack.
- **Credit Monitoring and Automatic Fraud Resolution Services:** All members of the Settlement Class shall receive thirty-six months of free identity theft protection, as well as thirty-six months of fraud resolution services from Aura a/k/a Pango. **You do not need to file a Claim Form to receive this benefit.** You can use the enrollment code listed in this notice to enroll once the Settlement is finalized. More information on how to enroll in the service can be found at www.ScrippsSettlement.com.

The easiest way to submit a claim is online at www.ScrippsSettlement.com using your Unique ID found at the top of this postcard. To be eligible for the cash benefits, you must complete and submit a valid

Claim Form, postmarked or submitted online on or before **MONTH DAY, 20XX**. You can also exclude yourself or object to the Settlement on or before **MONTH DAY, 20XX**. If you do not exclude yourself from the Settlement, you will remain in the Class and will give up the right to sue Scripps Health and the Released Persons for the claims this Settlement resolves. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.ScrippsSettlement.com.**

The Court will hold a Final Approval Hearing on **MONTH DAY, 20XX, at X:XX X.m.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsels' application for attorneys' fees, costs and expenses, and the service awards to the Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

This notice is a summary. The Settlement Agreement and more information about the lawsuit and Settlement are available at **www.ScrippsSettlement.com** or by calling toll-free **1-XXX-XXX-XXXX**.

EXHIBIT 1

EXHIBIT SUBMITTED

CONDITIONALLY UNDER SEAL