

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

*R.O., et al. v. Rady Children's Hospital-San Diego,*

Lead Case No. 37-2020-00011841-CU-BT-CTL (consolidated with *Orozco, et al. v. Rady Children's Hospital-San Diego*, Case No. 37-2020-00023102-CU-NP-CTL)

**NOTICE OF CLASS ACTION SETTLEMENT**

The Superior Court of California, County of San Diego has authorized this Notice.

This is not a solicitation from a lawyer.

**This notice may affect your rights. Please read this notice carefully.**

**You may be entitled to receive compensation and certain benefits as a result of this class action settlement.**

This notice is intended to summarize certain terms in the Settlement Agreement. For further information, or to view the Settlement Agreement in full, you may contact the Claims Administrator toll-free at (888) 250-6810 or visit the Settlement Website: [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com)

Dated: December 30, 2021

To: All affected patients, or their parents or guardians, of Rady Children's Hospital-San Diego ("Rady" or "Defendant") who were admitted as radiology patients or received radiology-related treatment or services at one of Defendant Rady's hospital, satellite or urgent care locations on or before January 3, 2020 and were mailed a letter sent by Rady entitled "Notice of Data Security Incident," dated February 21, 2020 (hereinafter the "Class" or "Class Members").

- A settlement has been proposed to resolve two separate lawsuits against Rady regarding a data security incident between the dates of June 20, 2019 and January 3, 2020 that involved radiology-related patient information for a limited number of patients that was accessed without authorization via an Internet port, as referred to in the letters entitled "Notice of Data Security Incident," dated February 21, 2020, sent to affected patients, or their parents or guardians (the "Data Security Incident") brought separately by a patient and a patient's guardian, on behalf of themselves and all others similarly situated.
- The lawsuits allege that Rady is legally responsible for the Data Security Incident and assert claims for violation of the Confidentiality of Medical Information Act, Civil Code §§ 56, *et seq.*, violation of the Business and Professions Code §§ 17200 *et seq.*, and common law negligence, as well as claims for injunctive relief. Rady denies the claims in the lawsuits and denies that it is legally responsible or did anything wrong.
- If you timely submit a valid claim form, you will receive the opportunity to enroll in one (1) year of identity theft protection at no cost.
- If you timely submit a valid claim form, you will also receive a guaranteed cash payment of \$125.00 or \$35.00 and up to a maximum of \$400.00 for actual documented Out-of-Pocket Expenses incurred after June 20, 2019 as a result of the Data Security Incident.
- In addition, Rady agreed to certain non-monetary relief related to data security.

SUBMIT A CLAIM FORM BY MARCH 30, 2022	If eligible, you will receive a cash payment and one year of identity theft protection.
EXCLUDE YOURSELF BY FEBRUARY 14, 2022	If you ask to be excluded, you will <u>not</u> receive a cash payment and one year of identity theft protection, but you may be able to file your own lawsuit against Rady for the same claims. This is the only option that leaves you the right to file your own lawsuit against Rady for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement.
OBJECT BY FEBRUARY 14, 2022	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.
DO NOTHING	If you do nothing, you will <u>not</u> receive a cash payment and one year of identity theft protection. If you do nothing, you will also remain in the Settlement Class and forfeit your right to sue or bring any claim against Rady related to the Data Security Incident.

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

### ***1. Why Did I Receive This Notice?***

You have received this Notice because Rady has records or information showing that you (or a minor child in your care or under your guardianship) were a Rady patient admitted to its radiology department for service, or you (or a minor child in your care or under your guardianship) received radiology-related treatment of services at one of Rady’s medical facilities, on or before January 3, 2020 and you were mailed a letter by Rady previously entitled “Notice of Data Security Incident,” dated February 21, 2020. If you are not sure whether you received such a letter, call (888) 250-6810.

On June 15, 2021, Plaintiffs filed a Motion for Preliminary Approval of the Settlement Agreement entered between the Parties to the Action. On December 10, 2021, the Court granted preliminary approval of the Settlement Agreement, approving this Class Notice and directing that this notice be mailed to the Class.

You are being provided this Notice because the Settlement Agreement may impact your rights and options to seek recovery for any harm alleged to be traced to the Data Security Incident referred to in the February 2020 letter, as referred to in the Class definition above. [Note that the Settlement Agreement refers to the Data Breach as the Data Security Incident].

On May 6, 2022, the Court will hold a hearing (called a Final Approval Hearing) to determine whether to grant final approval of the Settlement Agreement, as well as to determine whether to approve a motion by Class Counsel for the payment of \$175,000 in attorneys’ fees and expenses, and the payment of incentive awards of \$2,500 to each of the Plaintiffs who filed the Action and who will serve as Class Representatives for the settlement Class.

This Notice explains the Action, the Settlement Agreement, your legal rights and options concerning the Settlement Agreement, what benefits are available under the Settlement Agreement, and how to claim any benefits under the Settlement Agreement to which you may be entitled if the Settlement Agreement is granted final approval by the Court.

## **2. What Is A Class Action?**

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the “Class” or “Class Members.” In a class action, one court resolves the issues for all Class Members, except for those who timely and validly exclude themselves or “opt out” from the Class. The Settlement Agreement refers to this as an Opt-Out or Request for Exclusion.

Note that while the terms “Class” or “Class Members” are used herein and in the Settlement Agreement, a class is only valid or “formed” if it is certified by a Court. Thus, until a class is certified by a court order, the class is only a proposed class and the persons who may be in the class are referred to as putative or proposed class members. Proposed class actions, such as this Action, may settle prior to the filing of a motion for certification of the class for purposes of litigation. In such situations, a class may be certified for settlement purposes only. The present procedural posture of this Action is such that the Class that will be certified if the Final Approval Motion is granted and is a class for settlement purposes only. Currently, the Class is only provisionally certified, but final certification (even for settlement purposes only) will only happen if the Court grants the Final Approval Motion.

## **3. What Is This Class Action About?**

On or after February 20, 2020, Rady mailed to you and to the other Class Members (identifiable to Rady at that time) a letter with the caption “Notice of Data Security Incident,” stating, in part, “we need to let you know about a data security incident involving patient health information.” In the letter, Rady stated, “We learned that, between the dates of June 20, 2019 and January 3, 2020, some information for a limited number of patients was accessed without authorization via an Internet port.”

Rady’s February 2020 letter stated the following concerning the patient data that was accessed via the Internet port: “the patient information included patient name, gender, and type and date of imaging studies. In some instances, the patient information also included one or more of the following types of information: date of birth, medical record number, description of the imaging study, and the referring physician’s name.”

In a contemporaneous February 21, 2020 press release posted to Rady’s website, Rady stated that it first “learned of a data security incident” on January 3, 2020, and thereafter launched an investigation. According to the February 21 press release, Rady’s initial investigation determined that between the dates of June 20, 2019 and January 3, 2020, information for a limited number of patients was accessed without authorization via an Internet port. The press release indicated that patient information involved in the Breach included “patient name, gender, and type and date of imaging studies,” and that “[i]n some instances,” the information included one or more of “date of birth, medical record number, parent/guardian name, description of imaging study and name of referring physician.”

During discovery in the Action, Rady has provided information to support its determination that the patient data accessed via the Internet port resided primarily on two different network servers. As to one server, known as HCIPAPV1 (“Server 1”), Rady determined that information of 590 patients (*i.e.* potential Class Members) was subject to access by an unauthorized user. These patients comprise the list of potential Sub-Class 1 members.

As to the second server, known as HCIPAPV2 (“Server 2”), Rady contends that it determined that information of as many as 32 of the 1,770 patients (*i.e.* potential Class Members) with data residing on Server 2 (and not on Server 1) may have had their information accessed by an unauthorized user. As part of the Settlement Agreement, all 1,770 patients whose data was stored on Server 2 comprise the list of potential Sub-Class 2 members.

In the Action, Plaintiffs allege that Rady’s failure to adequately protect the confidentiality of all Class Members’ personal and confidential medical information and prevent disclosure or access by unauthorized

third parties was a violation of the Confidentiality of Medical Information Act, Civil Code §§ 56 et seq., (“CMIA”), as well as other laws. Rady denies any violation of the CMIA or other applicable law, and any alleged damages.

The Honorable Katherine Bacal of the San Diego Superior Court is presiding over this Action. To date, no determination has been made by Judge Bacal as to who is right or wrong in the Action or whether Rady did or did not do anything that violates the law.

#### **4. What Is the Procedural Status of The Litigation?**

Two separate class actions were filed between February 27, 2020 and July 1, 2020, related to Rady’s alleged violation of the CMIA (described above) and other laws. These two cases were deemed complex and consolidated before the San Diego Superior Court and are now collectively referred to as *R.O., et al. v. Rady Children’s Hospital-San Diego*, Lead Case No. 37-2020-00011841-CU-BT-CTL.

Defendant filed an answer to each of the initial complaints filed in the two class actions that now comprise the consolidated Action. Rady’s answers to these initial complaints deny allegations of wrongdoing.

Prior to reaching the Settlement Agreement, the Plaintiffs and Defendant engaged in substantial discovery, including propounding interrogatories and requests for production of documents. Class Counsel have reviewed hundreds of pages of documents and have diligently litigated this action since its inception in 2020. Further, as part of the Settlement Agreement, the Parties have also engaged in confirmatory discovery, particularly as to the issues surrounding the two subclasses set forth in the Settlement Agreement. Accordingly, each of the Parties conducted their independent investigation of the claims by Plaintiffs and the denials by Defendant, and all Parties have determined that the Settlement Agreement is in the best interests of the Class. In addition, in January 2021, the Parties engaged in an arm’s length mediation session with respected neutral mediator, Bruce Friedman, Esq. of JAMS prior to entering the Settlement Agreement.

The Court has not decided whether Rady did anything wrong in violation of the CMIA or other applicable law. Any such determination would not be made at this juncture of the litigation as the parties have agreed to resolve this Action through the Settlement Agreement.

On July 15, 2021, Plaintiffs brought a Motion for Preliminary Approval of the proposed Class Action Settlement. On December 10, 2021, the Court granted preliminary approval of the Settlement, approving this Class Notice and directing that this notice be provided to the Class.

#### **5. Why Is There A Settlement?**

The Court has not made any substantive rulings in favor of the Plaintiffs or the Defendant. Instead, both sides agreed to settle this Action based upon their own independent investigations of the claims and defenses that may be made at trial, and they evaluated the additional cost and risk of continued litigation, trial and appellate proceedings. The Settlement Agreement, as noted above, does not mean that Rady agrees that it did anything wrong nor that the Court has found that it has engaged in any misconduct or violation of law. Specifically, Defendant Rady denies all legal claims set forth by the Class Representative Plaintiffs in this Action.

Regardless of the Parties’ respective views on the merits of the Action, all Parties and their counsel have set forth in the Settlement Agreement their mutual view that the Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.

#### **6. What Does the Settlement Provide to each Settlement Class Member?**

The Settlement provides the following benefits to the Settlement Class members who do not opt out and submit timely and valid Claims, and whose Claims are qualified as Approved Claims.

- a. Sub-Class 1 Settlement Class Members will receive One Hundred Twenty-Five Dollars (\$125.00).
- b. Sub-Class 2 Settlement Class Members will receive Thirty Five Dollars (\$35.00).

**In addition to either the \$125 cash payment for Sub-Class 1 Settlement Class Members or \$35 cash payment for Sub-Class 2 Settlement Class Members, the Settlement Benefits Available to all Settlement Class Members include:**

- a. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 1 Settlement Class Member, for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident.
- b. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will be provided the opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve (12) months.
- c. Sub-Class 2 Settlement Class Members who submit timely and valid Claims supported by documentation that they were harmed by the Data Security Incident will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 2 Settlement Class Member, for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident.
- d. Sub-Class 2 Settlement Class Members who submit timely and valid Claims will be provided the opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve months.

The Settlement also provides all Class Members an opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve (12) months; and Remedial measures taken by Rady, which include:

- a. \$126,400 in estimated expenses for developing and implementing a more expansive and balanced penetration test program;
- b. \$50,000 in estimated expenses for vulnerability management;
- c. \$50,000 in estimated expenses for changing management processes;
- d. \$31,000 in estimated expenses for implementing Cloud Based web application Firewall to protect Rady web applications;
- e. \$25,000 in estimated expenses for remediating twenty-two specific vulnerabilities and nineteen discrete firewall changes;
- f. \$20,000 in estimated expenses for enhancing Firewall change management and logging policy and procedures; and
- g. \$5,000 in estimated expenses for certificate management.

<b>7. <i>How is it Determined if I am in Sub-Class 1 or Sub-Class 2?</i></b>
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As set forth in the Settlement Agreement, Rady has internal documentation from which it is able to compile a list of patients (*i.e.* proposed Settlement Class Members). This list, based on the information available to Rady, permits it to identify the particular network server (Server 1 or Server 2) on which the patient data resided that was, or may have been, accessed via the Internet Port, as described above (the “Class List”). The Class List has been made available by Rady to the Settlement Administrator pursuant to the Settlement Agreement. The

Class List made available to the Settlement Administrator will be the determinant as to whether you are a potential member of Sub-Class 1 or Sub-Class 2. While the Class List is not public given the sensitive nature of the patient information, Rady has provided a Declaration of Christina Galbo (available at [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com) or on file with the Court) that explains the manner in which Rady determined the identity of Class Members in the two subclasses.

**8. *Why Does the Settlement Provide Different Cash Payments for Sub-Class 1 Class Members and Sub-Class 2 Members?***

The difference in cash payments (\$125 v. \$35) available for the two different sub-classes of Settlement Class members was a key part of the negotiation of the Settlement Agreement, was negotiated at arms' length, and was the subject of oversight by the Mediator in reaching a Settlement in this Action. As will be set forth in the papers supporting the Motion for Final Approval of the Settlement, Rady's internal investigation indicated that the data of patients in Sub-Class 1 was subject to access by an unauthorized user and Rady is able to identify those patients, whereas for Sub-Class 2, the data of only 32 patients of the 1,770 patients whose data was stored on server HCIPAPV2 may have been subject to such access. Rady is able to identify the 1,770 patients but is not able to identify which 32 patients' data was potentially accessed. A key component of the relief available in the Action focuses on whether the data was in fact viewed, as opposed to merely made available for access.

As noted herein, however, all Settlement Class Members who do not opt out of the Settlement are able to apply for up to \$400 in actual and documented Out-of-Pocket Expenses. Sub-Class 1 Settlement Class Members who submit timely and valid Claims will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 1 Settlement Class Member, for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident.

Similarly, Sub-Class 2 Settlement Class Members who submit timely and valid Claims will be reimbursed, up to a maximum of Four Hundred Dollars (\$400.00) per Sub-Class 2 Settlement Class Member for actual documented Out-of-Pocket Expenses incurred by that Class Member after June 20, 2019 as a result of the Data Security Incident.

**9. *What Does the Identity Theft Protection and Credit Monitoring Package Provide?***

All Settlement Class Members who submit timely and valid Claims will be provided the opportunity to enroll, at no expense to the Settlement Class Member, in Experian IdentityWorks for twelve (12) months.

Experian IdentityWorks is specifically designed to protect information for minors. The services include Internet surveillance to monitor the trading of a child's personal information on the Internet, identity restoration services, and identity theft insurance. Class Counsel estimates, and Defendant does not dispute that, if fully utilized, the value of this benefit to the Class is estimated to be approximately \$566,116.80.

**10. *Are There Any Remedial Measures Being Implemented by Rady?***

Yes. As a result of this Class Action, Rady has and will be undertaking various security-related remedial measures, which will include the following

- a. \$126,400 in estimated expenses for developing and implementing a more expansive and balanced penetration test program;
- b. \$50,000 in estimated expenses for vulnerability management;
- c. \$50,000 in estimated expenses for changing management processes;
- d. \$31,000 in estimated expenses for implementing Cloud Based web application Firewall to protect Rady web applications;

- e. \$25,000 in estimated expenses for remediating twenty-two specific vulnerabilities and nineteen discrete firewall changes;
- f. \$20,000 in estimated expenses for enhancing Firewall change management and logging policy and procedures; and
- g. \$5,000 in estimated expenses for certificate management.

***11. What if There is a Difference of Opinion as to Whether I am in the Class, Which Sub-Class I Belong To, or Whether My Claim is Valid?***

If there is a reasonable basis for dispute as to whether a person who submits a claim is a Settlement Class Member or whether the person is a Sub-Class 1 Settlement Class Member or a Sub-Class 2 Settlement Class Member, or whether the claim is supported by reasonable evidence that the claim meets the criteria stated above for payment, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree, the Settlement Administrator will follow their joint instructions.

If Class Counsel and Defendant's Counsel are not able to agree on the proper disposition of the claim, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members.

If there is a reasonable basis for dispute as to whether a claim for actual documented Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator will notify Class Counsel and Defendant's Counsel and if they are able to agree that such Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator will follow their joint instructions. If Class Counsel and Defendant's Counsel are not able to agree that such Out-of-Pocket Expenses is supported by reasonable evidence, the Settlement Administrator shall notify such person who submitted the disputed claim and the Settlement Umpire who will review and hear from such person who submitted the disputed claim appropriate evidence and make a written determination that is binding on all Parties and Class Members.

Any person submitting a claim for a Settlement Class Member will be required to validly authorize Rady to provide to Class Counsel and to the Settlement Umpire the information about the Settlement Class Member that was present on server HCIPAPV1 or HCIPAPV2 at the time of the Data Security Incident.

***12. What is a Claim or Claim Form, and How Do I Submit One?***

To receive Settlement Benefits, all Settlement Class Members must complete a valid Claim Form and timely submit the Claim Form to the Settlement Administrator.

Included with this Class Notice when mailed to you, and also available on the Settlement Administrator's website, is the Claim Form as approved by the Court.

Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the deadline for completion of mailing notice to Settlement Class Members. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses spent remedying issues related to the Data Security Incident. Failure to provide required supporting documentation shall result in denial of the out-of-pocket portion of the claim.

Settlement Class Members seeking reimbursement of out-of-pocket expenses must exhaust all provided Identity Theft Protection or similar benefits provided by any third party before Rady is responsible for any expenses claimed for such expenses. There will be no double payment for the same loss or injury that was

reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

**You have two options on how to submit your Claim Form by the March 30, 2022 deadline:**

The completed Claim Forms and any supporting documentation including for the Out-of-Pocket Expenses, **must be postmarked by March 30, 2022 and mailed** to the Settlement Administrator at: R.O., et al. v. Rady Children’s Hospital-San Diego, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 **OR**

The completed Claim Forms and any supporting documentation including for the Out-of-Pocket Expenses, **may also be scanned and submitted online**, but **must be submitted online** by midnight P.S.T. on March 30, 2022 to [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com).

PLEASE NOTE that failure to submit documentation of the Out-of-Pocket Expenses by the deadline to submit the Claim Form will result in denial of your claim to receive the Out-of-Pocket Expense reimbursement (*i.e.* the “up to \$400” additional amount).

PLEASE NOTE that the failure to submit a Claim Form by the deadline will result in denial of your claim to receive the cash payment amounts and/or Experian IdentityWorks identity theft protection which are available to Settlement Class Members who do not opt out of the Settlement. Further, submission of a timely and otherwise valid Claim is not the final determinant of entitlement to benefits. The Settlement Agreement details the process for the Settlement Administrator to review the Claims and to determine whether the Claims will become Approved Claims (subject to additional procedures for objection by Rady and/or Class Counsel). *See* Section IX of the Settlement Agreement for further details.

***13. What if I submit an incomplete or unsigned Claim Form (or Minor Claim Form) by accident?***

Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim shall be deemed invalid and denied and will not be considered an approved claim.

***14. Am I Automatically Entitled to Out-of-Pocket Expenses If I Submit a Timely Claim Form?***

No. As detailed in the Settlement Agreement, the Claim Form (or the Claim you have made) has to be an Approved Claim by the Settlement Administrator, and it must be upheld following the process outlined in the Settlement Agreement at paragraphs 10-14 of Section IV if any objection by Rady or Class Counsel is made.

***15. How Can I Receive a Payment from the Settlement?***

If the Court grants final approval of the Settlement, you are a Settlement Class Member, have not opted out, and have submitted a timely and valid Claim Form (*i.e.* a Claim Form that is treated as an Approved Claim by the Settlement Administrator and not subject to any challenge by Rady or Class Counsel), your Claim Form will be processed by the Settlement Administrator for payment.

As set forth in the Settlement Agreement, any check for payments to a Settlement Class Member will provide that they will expire within ninety (90) days of the date of issuance. Additional efforts may be undertaken by the Settlement Administrator after the expiration of the ninety (90) day period, as set forth in the Settlement



Agreement. The Settlement Agreement sets forth additional steps that may be taken by the Settlement Administrator upon notification of a deceased Settlement Class Member.

In order to prevent delayed notification of future mailings, if this Class Notice was not mailed to your current address or if you move before the Final Approval Hearing, please contact the Settlement Administrator toll-free at (888) 250-6810 to provide your new address.

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

Payment of the monetary benefits provided in the Settlement Agreement will be distributed to the Settlement Class Members who have been determined to have an Approved Claim as defined in the Settlement Agreement. Class Members should review the Settlement Agreement for further detail, but the “Effective Date” occurs after the Court grants Final Approval of the Settlement, and after the time for appeal has ended and any appeals have been resolved.

**17. What Am I Giving Up as Part of the Settlement by Staying in The Class?**

If the Settlement is granted final approval by the Court, the Class will be releasing Defendant and Released Parties, as defined and described in Section XII of the Settlement Agreement, from any and all claims or causes of action alleged in the Action and that could have been alleged in this Action, including under federal law, state law, and/or common law, whether at law or equity, that arise out of, relate to, or in any way concern the facts alleged in the Action. This means that you will no longer be able to file a lawsuit against Defendant or the Released Parties for the same claim brought in this Action or that could have been brought in this Action. The Settlement Agreement is available at [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com).

**18. How Do I Exclude Myself from the Class?**

You have the right to remove yourself from the Class and the Action by submitting a timely and valid Request for Exclusion. If you do, and if your Request for Exclusion is deemed valid by the Settlement Administrator per the terms of the Settlement Agreement and confirmed by the Court at the Final Approval Hearing, you will still have the right to attempt to pursue any claims (assuming they are timely) you have with a lawyer of your choice at your own expense. You will not share in any cash payments or reimbursements provided in this Action and this Settlement if you request to be excluded from the Class. You will also not be bound by any judgment in this Action if you request to be excluded from the Class.

If you want to be removed from the Class in this Action, you must mail or deliver your Request for Exclusion to the Settlement Administrator to the address indicated in the Settlement Agreement and below in this Notice. Any Request for Exclusion **must be postmarked or delivered** not later than forty-five (45) days after the date of Mailed Notice or such other date specified in the Court’s Preliminary Approval Order

The Request for Exclusion shall (i) state the Class Member’s full name and current address, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class in *R.O., et al. v Rady Children’s Hospital-San Diego*, Lead Case No. 37-2020-00011841-CU-BT-CTL.

Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

**The address for mailing or delivering the Request for Exclusion is:**

*R.O., et al. v. Rady Children’s Hospital-San Diego Administrator*  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

**19. *If I Exclude Myself from The Class, Can I Get Money from this Settlement?***

No. If you are a member of the Class and you exclude yourself, you will not receive any money or other benefits from this Action in the event such money or benefits are awarded. But, by excluding yourself, you may file a separate lawsuit against Defendant regarding these same claims at your own expense. Please note, however, that neither this Notice, the Court, the Parties or any of their counsel provide any legal advice to you concerning the merit or timeliness of any such claims you may wish to pursue.

**20. *If I Do Not Exclude Myself from the Class, Can I File A Lawsuit Against Defendant for The Same Thing Later?***

No. If you meet the definition of a member of the Class and you do not exclude yourself by timely submitting a Request for Exclusion (*i.e.* opting out), you give up any right to bring your own individual lawsuit against Defendant with regard to the claims brought in this Action or that could have been brought in this Action. If you have a pending lawsuit of your own, please speak to your lawyer in that lawsuit immediately to see if this Class Notice and the Settlement Agreement will affect your other case. Remember, the exclusion deadline is February 14, 2022.

**21. *Do I Have A Lawyer in this Case?***

The Court appointed HAEGGQUIST & ECK, LLP, KAZEROUNI LAW GROUP, APC, AND KEEGAN & BAKER, LLP as Class Counsel to represent the Class and Settlement Class Members for purposes of the Settlement Agreement. Separately, the Court also appointed Haeggquist & Eck, LLP and the Kazerouni Law Group, APC as co-lead counsel to litigate the claims in the Action overall (*e.g.* for all purposes, not only settlement). You will not be charged separately for these lawyers as they represent the overall interests of the Class and the proposed class(es) defined in the pleadings on file in the Action, and not you individually. If you want to be represented by your own lawyer whether for purposes of the Settlement Agreement, or to litigate claims you may wish to pursue individually against Defendant, you must exclude yourself from this Action and the Settlement, and you are free to hire a lawyer of your own choice at your own expense.

**22. *How Will the Lawyers for the Class (i.e. Class Counsel) Be Paid?***

At the appropriate time, or at the time ordered by the Court, Class Counsel will ask the Court to approve payment for attorneys' fees, litigation costs and expenses (the "Fee and Expense Award"). The Fee and Expense Award would compensate Class Counsel for work that they reasonably have performed and costs they reasonably have incurred in this Action, including filing briefs, engaging in discovery, investigating the facts, mediation, and attending Court hearings and conferences. Rady has agreed in the Settlement Agreement to pay up to a maximum of \$175,000 to cover a Fee and Expense Award, subject to approval by the Court.

While counsel for plaintiffs in similar actions sometimes request reimbursement for the expenses of the Settlement Administrator to help facilitate notice, class paperwork and payments, the expenses related to the Settlement Administrator are to be paid by Rady under the Settlement Agreement, subject to the approval and oversight of the Court.

In addition, as set forth in the Settlement Agreement, Rady has agreed to pay each Class Representative (*i.e.* the Plaintiffs who initiated the Action), \$2,500 each for their service in filing the Action and activities to advance the interests of the Class (the "Incentive Awards"). These Incentive Awards are also only available if the Court grants the request.

The Fee and Expense Award will not reduce any Settlement Benefits otherwise available or provided to the Class.

**23. *How Can I Tell the Court If I Object to The Settlement?***

You have the right to object to the Settlement if you do not like some or all of it, including Class Counsel’s request for a Fee and Expense Award (as defined herein) and the request for \$2,500 in Incentive Awards (as defined in the Settlement Agreement) to each of the Plaintiffs/Class Representatives. In your objection, you must state your reasons why you think the Court should not approve the Settlement Agreement, the Fee and Expense Award or the Incentive Awards. You must timely file and mail your objection by February 14, 2022 to the contact names and addresses listed below for Class Counsel and Defendant’s Counsel.

In the objection, you must provide to the Settlement Administrator the following information in your written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) statement of the position(s) that you, as the objector, wish to assert, including the factual and legal grounds for the position(s); (iv) provide copies of any other documents that you, as the objector, wish to submit in support of his/her/its position; (v) the name and contact information for all counsel representing the objector; and (vi) the objector’s signature under the penalty of perjury.

Any Objections must be filed with the Court and mailed to each of the following recipients and must be postmarked to each the Class Counsel listed below no later than February 14, 2022.

For Class Counsel:

Alreen Haeggquist, Esq.  
Haeggquist & Eck, LLP  
225 Broadway, Suite 2050  
San Diego, CA 92101  
Tel: 619-342-8000  
Fax: 619-342-7878  
[alreenh@haelaw.com](mailto:alreenh@haelaw.com)

Abbas Kazerounian, Esq.  
Mona Amini, Esq.  
Kazerouni Law Group, APC  
245 Fischer Avenue, Suite D1  
Costa Mesa, CA 92626  
Tel: (800) 400-6808 Ext: 2  
Fax: (800) 520-5523  
[ak@kazlg.com](mailto:ak@kazlg.com)  
[mona@kazlg.com](mailto:mona@kazlg.com)

Patrick N. Keegan, Esq.  
Keegan & Baker, LLP  
2292 Faraday Ave., Suite 100  
Carlsbad, CA 92008  
Tel: (760) 929-9303  
Fax: (760) 929-9260  
[pkeegan@keeganbaker.com](mailto:pkeegan@keeganbaker.com)

For Defendant Rady Children’s Hospital – San Diego:

Jon Kardassakis, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
633. W. 5th Street, Suite 4000  
Los Angeles, California 90071  
Tel: (213) 250-1800  
Fax: (213) 250-7900  
[Jon.Kardassakis@lewisbrisbois.com](mailto:Jon.Kardassakis@lewisbrisbois.com)

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

Objecting to the Settlement is a way of formally telling the Court that you do not like something about the Settlement and do not think the Court should approve the Settlement for a particular reason or reasons. You can only object only if you stay in the Class and do not submit a Request for Exclusion.

Excluding yourself or opting out of the Settlement is a way of telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to receive any payments or benefits under the Settlement Agreement because you are excluded from the Action and the Action no longer affects you. By excluding yourself, you will still be able to evaluate whether you wish to file a separate lawsuit to sue Defendant regarding these same claims at your own expense. Neither the Court, Class

Counsel nor Defendant are able to advise you on whether your own claims would be timely or well grounded, but you remain free to evaluate your position with the assistance of counsel of your own choosing.

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

The Honorable Katherine Bacal of the Superior Court of California will hold a Final Approval Hearing at 1:30 p.m. on May 6, 2022, in Department C-69, at the Superior Court of California for the County of San Diego located at 330 West Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court will consider whether the proposed Settlement Agreement is fair, reasonable and adequate. The Court may also consider Class Counsel's request for attorneys' fees and costs and the incentive awards. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement Agreement, and how much to award to Class Counsel as fees and costs, and how much to award via the incentive awards to the Class Representative Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice being mailed to the Class Members, so it is recommended that you check [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com) prior to the date above for any updated information. You should also check the Court's main website ([www.sdcourt.ca.gov](http://www.sdcourt.ca.gov)) for any information about COVID related issues that may impact the manner in which the Final Approval Hearing is held (e.g. via videoconference or teleconference, etc.).

**26. *Do I Have to Come to the Final Approval Hearing?***

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

Please note that due to the COVID-19 pandemic, the Court may determine to hold the Final Approval Hearing by videoconference, teleconference or some other means (e.g. Zoom, Court Call, etc.) and you should check the Register of Actions for this Action (<https://roa.sdcourt.ca.gov>) and/or the Settlement Administrator's website [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com) for any information on Court orders or procedures permitting remote appearance at the Final Approval Hearing. If no notice is posted, you should assume in person appearance is required if you wish to address the Court at the hearing.

**27. *May I Speak At the Final Approval Hearing?***

Yes, if you have not opted out or requested exclusion from the Settlement Agreement, and you have submitted a timely objection and a Notice of Intention to Appear, you may be permitted to address the Court at the Final Approval Hearing if you follow the provisions set forth in the Settlement Agreement and summarized herein.

Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any motion or application for the Fee and Expense Award or the Incentive Awards.

In order to be able to request to be heard at the Final Approval Hearing (unless the Court waives the requirement), the objecting Class Member must file with the Clerk of the Court and serve upon all counsel designated herein, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by February 14, 2022. The counsel on whom you must mail serve your Notice of Intention to Appear are listed above in the section entitled "How Can I Tell the Court If I Object to The Settlement?"

In the Notice of Intention to Appear, please be sure to include your name, address, telephone number, the name and address of any attorney or legal representative who will speak on your behalf at the Final Approval Hearing, and your signature. The Notice of Intention to Appear must also include, and attach for submission, copies of any papers, exhibits, or other evidence that you (or your counsel or legal representative) will present to the Court in connection with the Final Approval Hearing.

Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in this Class Notice, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

**28. What Happens If I Do Nothing at All?**

If you are a Settlement Class Member and do nothing after receiving this notice, you will be legally bound by the Settlement Agreement if it is approved by the Court, and you will be releasing Defendant and Released Parties, as defined in Section XII of the Settlement Agreement, from any and all claims or causes of action alleged in this Class Action and that could have been alleged in this Class Action. While you will be bound by the Settlement Agreement, if you have **failed** to submit a Claim Form, you will **not** be able to receive the monetary and non-monetary benefits afforded to the Class as provided by the terms of the Settlement. This is a **claims made** settlement, meaning that to receive payment or benefits of the Settlement Agreement, you must timely submit a Claim Form by March 30, 2022.

**29. How Can I Get More Information?**

The papers filed in this Class Action can be examined online on the San Diego County Superior Court's website. Go to [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) and click on "REGISTER OF ACTIONS" and enter case number "00011841", select "2020" in "year filed", and click, "Search." The documents filed in this Class Action are listed as Register of Actions Entries and some may be available to view at a minimal charge using a credit card for payment.

As a general matter, you may also view documents filed in the Action by requesting the file at the San Diego County Superior Court, Hall of Justice, 330 West Broadway San Diego, California 92101. **Please be certain, however, to check updates on the Court's website about accessibility to the Court and the ability to view documents during the COVID pandemic before you expend time to travel to the Court.**

Finally, you may also call the Settlement Administrator toll-free at (888) 250-6810 or visit [www.radyprivacyclassaction.com](http://www.radyprivacyclassaction.com) for additional documents and information. The website will also periodically post filings in the Action related to the approval process for the Settlement Agreement.

**30. Summary of Key Dates Detailed Above**

Event	Date
Last day for Class Members to submit a Claim form, request to be excluded from (or opt out of) the Settlement Class or file objections to the Settlement	March 30, 2022
Hearing on Motion for Final Approval and Motion for Award of Attorneys' Fees, Costs, and Class Representatives' Incentive Awards	May 6, 2022

**DO NOT WRITE OR CALL THE COURT OR THE CLERK OF THE COURT.**

IF YOU HAVE QUESTIONS OR FOR MORE INFORMATION, VISIT [WWW.RADYPRIVACYCLASSACTION.COM](http://WWW.RADYPRIVACYCLASSACTION.COM)  
PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA [WWW.RADYPRIVACYCLASSACTION.COM](http://WWW.RADYPRIVACYCLASSACTION.COM)