

Notice of LAKE CHARLES MEMORIAL HEALTH CENTER DATA INCIDENT

Class Action Settlement

This is not a solicitation from a lawyer. Please read this Notice carefully and completely.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

Para una notificación en español, llamar (833) 360-6824 o visitar nuestro sitio web www.LakeCharlesSettlement.com

- A proposed Settlement arising out of a security incident has been reached with Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health (“LCMH”). In October 2022, an unauthorized actor gained access to files on LCMH’s computer network that contained information pertaining to LCMH’s patients (the “Data Incident”). A subsequent investigation determined that these files included patients’ names, addresses, identification numbers, health insurance information, payment information, dates of birth, clinical information, and for some, Social Security numbers (collectively, “Personal Health Information” and “Personally Identifying Information” or “PHI” and “PII”). If you received notice from LCMH that your PHI and/or PII may have been compromised because of the LCMH Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, LCHM has agreed to establish a \$2,000,000 Settlement Fund. The Settlement Fund will pay for two years of medical data monitoring and identity theft protection services (“Medical Monitoring”) to all Settlement Class Members who elect to receive it. Additionally, Settlement Class Members can elect to receive one of the following two types of monetary payments, either: (1) reimbursement of up to \$5,000.00 per Settlement Class Member for Settlement Class Members who incurred certain Out-of-Pocket Expense Claims/Lost-Time Claims; or (2) a Pro-Rata Cash Payment. The Settlement Fund will also be used to pay for the costs of the Settlement Administrative Expenses, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, LCMH will undertake certain remedial measures and enhanced security measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: SEPTEMBER 5, 2025	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Medical Monitoring, Out-of-Pocket Expense Claims/Lost-Time Claims Payment, and a Pro-Rata Cash Payment. If you submit a Claim Form, you will give up the right to sue LCMH and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: SEPTEMBER 5, 2025	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against LCMH or certain other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: SEPTEMBER 5, 2025	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue LCMH and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL APPROVAL” HEARING NOVEMBER 3, 2025	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue LCMH and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A 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 them, and how to get them.

The case is known as *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health*, Case No. 2023-0090, 14th Judicial District Court for the Parish of Calcasieu, Louisiana (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

In October 2022, an unauthorized actor gained access to files on LCMH’s computer network that contained information pertaining to LCMH’s patients (the “Data Incident”). A subsequent investigation determined that these files included patients’ names, addresses, identification numbers, health insurance information, payment information, dates of birth, clinical information, and for some, Social Security numbers (collectively, “Personal Health Information” and “Personally Identifying Information” or “PHI” and “PII”). After conducting a thorough investigation, LCMH began notifying individuals of the Data Incident.

The Plaintiffs claim that LCMH failed to adequately protect their PHI and PII and that they were injured as a result. LCMH denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, LCMH is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Annette Salinas, Elando Tellis, Felicia Anderson, Lisa Guillory, Joseph Martin (on behalf of M.M., a minor), Chantel Manuel, Harriet Manuel, Judy Moreno, Arthur Moreno, Jnae Perry, and Kandace Stegall.

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

[A]ll individuals who reside in the United States who were notified by LCMH in December 2022 that their personal health information (“PHI”) and/or personally identifiable information (“PII”) may have been impacted the Data Incident.

If you received Notice of this Settlement by mail or email, you are a Settlement Class Member, and your legal rights are affected by this Settlement. If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LakeCharlesSettlement.com or call (833) 360-6824

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) LCMH and its subsidiaries, parent companies, successors, predecessors, and any entity in which LCMH has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

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.LakeCharlesSettlement.com or call the Settlement Administrator's toll-free number at 833-360-6824.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY
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8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the opportunity to select and make a claim for two years of Medical Data Monitoring and Identity Theft Protection, which includes one-bureau credit monitoring services. Additionally, Class Members can elect to receive one of the following two types of monetary payments:

- (A) Out-of-Pocket Expense Claims/Lost-Time Claims of up to \$5,000 per Settlement Class Member for reimbursement of certain Out-of-Pocket-Expense Claims that were incurred on or after December 23, 2022. As part of this category, Settlement Class Members may also submit an out-of-pocket expense claim for up to three (3) hours of time spent remedying uses related to the Data Incident at a rate of \$25 per hour if the Settlement Class Member (a) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (b) provides a brief general description of how the claimed lost time was spent;

OR

- (B) Pro-Rata Cash Payments in amounts to be determined in accordance with the terms of Section 2.1.1 of the Settlement Agreement. In lieu of making a claim for Out-of-Pocket-Expense claims, Settlement Class Members may submit a claim to receive a pro-rata cash payment. The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation in Section 2.3.4 after amounts sufficient to pay valid claims for benefits in Sections 2.1.1 (and taxes, expenses, service awards and fees) have been deducted from the Settlement Fund, and may be adjusted on a pro rata basis.

In addition, LCMH has taken/continued to take certain remedial measures and enhanced security measures as a result of the Data Incident.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Medical Data Monitoring and Identity Theft Protection

All Settlement Class Members are eligible to file a claim to receive two (2) years of medical data monitoring which includes one-bureau credit monitoring services. The cost of the Medical Data Monitoring will be paid from the Settlement Fund. Settlement Class Members need not supply any documentary proof to select this option. If you already have identity theft and fraud monitoring, you may still sign up for this additional protection. The Medical Data Monitoring provided by this Settlement is separate from, and in addition to, the identity theft and fraud monitoring that may have been offered to you by LCHM in response to the Data Incident. You are eligible to make a claim for the Medical Data Monitoring being offered through this Settlement even if you did not sign up for the previous services.

To receive Medical Data Monitoring, you must submit a completed Claim Form including a valid email address. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice. If you file a valid claim, you will receive an enrollment code – valid for 180 days after the Effective Date of the Settlement -- that can be used to enroll in the service.

B. Out-of-Pocket Expense Claims/Lost-Time Claims.

You may elect to submit a Claim Form for Out-of-Pocket Expense Claims/Lost-Time Claims. If you spent money and/or time remedying or addressing identity theft and fraud that more likely than not resulted from the LCMH Data Incident, or

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you spent money and/or time to protect yourself from future harm because of the LCMH Data Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$5,000 in losses.

Out-of-Pocket Expense Claims/Lost-Time Claims consist of unreimbursed losses incurred on or after October 2022, that are fairly attributable to the LCMH Data Incident, including for example, long distance telephone charges, cell phone minutes (if charged by the minute), internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and/or costs of credit reports purchased during the specific time period. Class Members may also submit a claim for hours of lost time spent dealing with the LCMH Data Incident at \$25/hour, up to 3 hours maximum per settlement class member.

Claims for Out-of-Pocket Expense Claims must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts. To satisfy the documentation requirement for a claim for lost time Settlement Class Members must (1) attest that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provide a brief general description of how the claimed lost time was spent.

Individual payments for Out-of-Pocket Expense Claims/Lost-Time Claims may be reduced or increased depending on the number of Settlement Class Members that participate in the Settlement.

To receive an Out-of-Pocket Expense Claims/Lost-Time Claims, you must submit a completed Claim Form electing to receive an Out-of-Pocket Expense/Lost-Time Payment. If you file a Claim Form for an Out-of-Pocket Expense /Lost-Time Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered as an alternative claim for a Cash Fund Payment.

C. Pro-Rata Cash Payment.

As an alternative to a Documented Loss Payment, you may elect to receive a cash payment (“Pro-Rata Cash Payment”). The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation depending after amounts sufficient to pay valid claims for benefits (and taxes, expenses, service awards, and fees) have been deducted from the Settlement Fund. To receive a Pro-Rata Cash Payment, you must submit a completed Claim Form electing to receive a Pro-Rata Cash Payment or submit the tear-off “Claim Form For Pro-Rata Cash Payment Only” you may have received by mail to the Settlement Administrator. You do not need to provide additional documents for this claim – only the Unique ID number provided on your Notice.

You are not required to provide Reasonable Documentation with your Claim Form to receive a Pro-Rata Cash Payment. Individual Pro-Rata Cash Payments may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. *See* Question 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Out-of-Pocket Expense Claim, Medical Data Monitoring, or Pro-Rata Cash Payment), it is important for you to understand how Settlement Payments will be made. Plaintiffs’ counsel will seek attorneys’ fees up to a maximum of 33 1/3% of the \$2,000,000 Settlement Fund (i.e., \$666,600.00), reasonable costs and expenses incurred by attorneys for the Class, not to exceed \$50,000 (referred to collectively as Fee Award and Costs), Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$1,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Claims for Medical Data Monitoring will be paid first.
2. Approved Out-of-Pocket Expense/Lost-Time Claims. If money remains in the Settlement Fund after paying for the Medical Data Monitoring, approved Out-of-Pocket Expense/Lost-Time Payment claims will be paid second. If your claim for a Out-of-Pocket Expense/Lost-Time Payment is rejected by the Settlement Administrator and you do not cure it, your claim for a Out-of-Pocket Expense/Lost-Time Payment will instead be considered a claim for an Pro-Rata Cash Payment.
3. Approved Pro-Rata Cash Payments. If money remains in the Settlement Fund after paying Medical Data Monitoring claims or Out-of-Pocket Expense/Lost-Time Payment claims and the remaining amount, if any, is the Net Settlement Fund. The Net Settlement Fund shall be used to make the Pro-Rata Cash Payments. The

amount of the Pro-Rata Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for the Pro-Rata Cash Payment option.

10. What is the total value of the Settlement?

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$2,000,000 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Settlement Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits.

11. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s 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 LCMH and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

12. What are the Released Claims?

In exchange for the Settlement, Settlement Class Members agree to release: (1) Defendant; (2) its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, directors, offices, principals, agents, attorneys, insurers, and includes, without limitation, any person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation; (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph; and (4) current and former LCMH customers, including the customer entities who used LCMH, including the entities listed in categories (1) and (2), for products or services that were used to process data relating to any of the individuals who may have been affected by the Data Incident (“Released Parties”) from any claim, liability, right, demand, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the Data Incident. Each of the Released Parties may be referred to individually as a “Released Party.” “Released Claims” do not include any claims against any entity other than Released Parties. Released Claims specifically does not include any claims relating to personal injuries for any medical services provided at LCMH.

If the Settlement is approved, the Class Representatives and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the LCMH Data Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.LakeCharlesSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **September 5, 2025**. Claim Forms may be submitted online at www.LakeCharlesSettlement.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling (833) 360-6824 or by writing to the Settlement Administrator at LCMH Data Incident Litigation, c/o Settlement Administrator, P.O. Box 25244 Santa Ana, CA 92799. The quickest way to file a claim is online.

If you received a Notice by mail, use your Unique ID Number to file your Claim Form. If you lost or do not know your Unique ID Number, please email info@LakeCharlesSettlement.com to obtain it.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LakeCharlesSettlement.com or call (833) 360-6824**

You may submit a claim for Medical Data Monitoring **AND** for either (a) an Out-of-Pocket Expense/Lost-Time Payment, **OR** (b) an Pro-Rata Cash Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

14. How do I make a claim for a Out-of-Pocket Expense Payment for reimbursement?

To file a claim for a Out-of-Pocket Expense Payment of up to \$5,000.00 for reimbursement of Out-of-Pocket Expense/Lost-Time, you must submit a valid Claim Form electing to receive a Out-of-Pocket Expense/Lost-Time Payment. To submit a claim for an Out-of-Pocket Expense/Lost-Time Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **September 5, 2025**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your claim for an Out-of-Pocket Expense/Lost-Time Payment is rejected by the Settlement Administrator and you do not correct it, your claim for an Out-of-Pocket Expense/Lost-Time Payment will instead be considered a claim for a Pro-Rata Cash Payment.

Instructions for filling out a claim for an Out-of-Pocket Expense/Lost-Time Payment are included on the Claim Form. You may access the Claim Form at www.LakeCharlesSettlement.com.

The deadline to file a claim for an Out-of-Pocket Expense/Lost-Time Payment is **September 5, 2025**. Claims must be filed (or postmarked if mailed) by this deadline.

If you make a claim for an Out-of-Pocket Expense/Lost-Time Payment, you will be unable to make a claim for a Pro-Rata Cash Payment, but you can still make a claim for Expanded Identity Theft and Fraud Monitoring.

15. How do I make a claim for Medical Data Monitoring?

To file a claim for Medical Data Monitoring, you must submit a valid Claim Form electing to receive Medical Data Monitoring. To submit a claim for Medical Data Monitoring, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **September 5, 2025**.

Instructions for filling out a claim for Medical Data Monitoring are included on the Claim Form. You may access the Claim Form at www.LakeCharlesSettlement.com.

The deadline to file a claim for Medical Data Monitoring is **September 5, 2025**. Claims must be filed or postmarked if mailed by this deadline.

16. How do I make a claim for a Pro-Rata Cash Payment?

To file a claim for a Pro-Rata Cash Payment, you must submit a valid Claim Form electing to receive the Pro-Rata Cash Payment. To submit a claim for Pro-Rata Cash Payment, you may tear off and return to the Settlement Administrator the "Claim Form for Pro-Rata Cash Fund Payment Only" may have received in the mail, complete a Claim Form on the Settlement Website, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **September 5, 2025**.

Instructions for filling out a claim for a Pro-Rata Cash Payment are included on the Claim Form. You may access the Claim Form at www.LakeCharlesSettlement.com.

The deadline to file a claim for a Pro-Rata Cash Payment **September 5, 2025**. Claims must be filed or postmarked if mailed by this deadline.

If you make a claim for a Pro-Rata Cash Payment, you will be unable to also make a claim for a Documented Loss Payment, but you can still make a claim for Medical Data Monitoring.

17. 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 emailing info@LakeCharlesSettlement.com or by writing to the following address:

LCMH Data Incident Litigation
c/o Settlement Administrator
P.O. Box 25244
Santa Ana, CA 92799

18. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid and Approved Claim for Medical Data Monitoring, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the Unique ID Number provided on the postcard Notice to file a claim to receive a code activate your Medical Data Monitoring.

Payment for Approved Claims for an Out-of-Pocket Expense/Lost-Time Payment, or a Pro-Rata Cash Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for Approved Claims for an Out-of-Pocket Expense/Lost-Time Payment and/or Pro-Rata Cash Payment. Cash Payment via PayPal, Venmo, or other digital payment options instead of a check by selecting your preferred payment method on your Claim Form.

The approval process may take time. Please be patient and check www.LakeCharlesSettlement.com for updates.

19. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$2,000,000 Settlement Fund will ever be paid back to LCMH. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) among all Settlement Class Members with approved claims for Out-of-Pocket Expense/Lost-Time Payments and Pro-Rata Cash Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, and if possible, the remaining Net Settlement Fund will be distributed in equal parts to a 501(c)(3) entity mutually agreed upon by the Parties and approved by the Court.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes, the Court has appointed Benjamin F. Johns of Shub & Johns LLC, Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP and Brian Gudmundson of Zimmerman Reed LLP as Class Counsel to represent you and the 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 Action.

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 33 1/3% of the \$2,000,000 Settlement Fund, plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). Class Counsel will share and apportion attorneys' fees in an allocation to be presented to and approved by the Class Representatives and by the Court at the Final Approval Hearing. They will also ask the Court to approve up to \$1,500 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at www.LakeCharlesSettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at (833) 360-6824 or Info@LakeCharlesSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue LCMH and/or the other Released Parties on your own based on the claims raised in this Action 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.

22. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2023-0090 (Calcasieu Parish District Court, La.); state the name, address, and telephone number and unique identifier of the Class Member(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Salinas et al. v. Southwest Louisiana Hospital Association d/b/a Lake Charles Memorial Health System*, No. 2023-0090 (Calcasieu Parish District Court, La.).” The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **September 5, 2025**.

LCMH Data Incident Litigation
c/o Settlement Administrator
P.O. Box 25244
Santa Ana, CA 92799

You cannot exclude yourself by telephone or by email.

23. If I exclude myself, can I still get Medical Data Monitoring or other Settlement Benefits as part of this class action Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get any Settlement Benefits, including Medical Data Monitoring or a cash payment, if you stay in the Settlement and submit a valid Claim Form.

24. If I do not exclude myself, can I sue LCMH for the same thing later?

No. Unless you exclude yourself, you give up any right to sue LCMH and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against LCMH or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing or by appearing in person at the Final Approval Hearing and voicing an oral objection. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) state the Settlement Class Member’s full name, current mailing address, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. You may instead attend the Final Approval Hearing and voice your objection in person.

All written objections must be submitted to the Court either by mailing them, filing electronically through the Court’s Electronic Claims Filing system or by filing them in person at the Courthouse. Written objections must also be mailed to Class Counsel and the Settlement Administrator. All written objections must be submitted by or mailed with a postmark date no later than **September 5, 2025**.

Court		Settlement Administrator
Clerk 14 th Judicial District Court 1000 Ryan Street Lake Charles, LA 70601		LCMH Data Incident Litigation Attn: Objections P.O. Box 25244 Santa Ana, CA 92799
Class Counsel	Class Counsel	Class Counsel
SHUB & JOHNS LLC Benjamin F. Johns, Esq. Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428	Brandon Wise PEIFFER WOLF CARR KANE CONWAY & WISE LLP 818 Lafayette Ave., Fl. 2 St. Louis, MO 63104	Brian C. Gudmundson ZIMMERMAN REED LLP 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402

26. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **November 3, 2025** before the Honorable Hope Buford, 14th Judicial District Court, 1000 Ryan Street, Lake Charles, LA 70601.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

28. Do I have to come 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 a written objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

29. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 25). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number. Alternatively, if you do not file a written objection, you may attend the Final Approval Hearing and voice an oral objection in person.

IF YOU DO NOTHING

30. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against LCMH or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

31. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.LakeCharlesSettlement.com. If you have questions about the proposed Settlement or anything in this Notice, you may also contact the Settlement Administrator at (833) 360-6824.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**