Head, et al. v. Regal Medical Group, Inc., et al.
Case No. 23STCV02939 (Los Angeles Sup. Ct.)

Notice of Regal Medical Data Breach Settlement

A state court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely, as it may affect your legal rights.

IMPORTANT MESSAGE FROM THE COURT

To receive benefits and/or payments from this Settlement, simply tear off and mail the Claim Form attached to the postcard you received (postage is prepaid). To receive your three free years of Identity Theft Monitoring Services, which is Medical Shield Total provided by CyEx, please include a valid email address on the postcard before mailing. You may be eligible to receive additional benefits from the Settlement—please read below or go to **www.RegalMedicalSettlement.com** and submit a Claim Form using the Unique ID and Claim Login PIN (located on the postcard notice you received).

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

- A proposed Settlement has been reached with Defendants Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc. ("Defendants") relating to the incident Defendants announced in February 2023 ("Data Breach").

- If you received a notice from Defendants in or around February or March 2023 about the Data Breach, you are a "Proposed Settlement Class Member". You will therefore be a "Settlement Class Member" entitled to participate in the Settlement unless you meet one of the exceptions set forth in paragraph 6 below or decide to exclude yourself as set forth in paragraph 26 below.

- Under the Settlement, Defendants have agreed to establish a Settlement Fund to pay for (i) Identity Theft Monitoring Services; (ii) a cash payment (a "Monetary Payment") for the alleged damages suffered as a result of allegedly having your information involved in the Data Breach, which includes damages for the claims brought under the Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq.*; (iii) a cash payment (a "Documented Time Payment") of up to $210 for up to an additional seven hours of documented time fairly traceable to the Data Breach, valued at $30 per hour; (iv) a cash payment (a "Fraud/Out-of-Pocket Costs Payment") of up to $10,000 for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach; and (v) the costs of the settlement administration, court-approved attorneys' fees and expenses, and service awards for Class Representatives.

- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.

- **These rights and options—and the deadlines to exercise them—are explained in this Notice. <u>If you are a Settlement Class Member, your legal rights will be affected whether or not you take action.</u> Please read this entire Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	**EXPLANATION**	**DEADLINE**
SUBMIT A CLAIM FORM AND OBTAIN BENEFITS UNDER THE SETTLEMENT	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including credit monitoring and insurance services, reimbursement of losses or out-of-pocket costs, and money for time spent addressing issues fairly traceable to the Data Breach. If you submit a Claim Form, you will give up the right to sue Defendants and certain related parties in any separate lawsuit based on claims related to the Data Breach.	**Claims must be filed on or before December 22, 2025.**
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants, or certain related parties, based on claims related to the Data Breach. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.	**Requests for exclusion must be mailed on or before November 24, 2025.**
OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by filing a statement with the Settlement Administrator and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Settlement Administrator to provide comments or reasons why you support the Settlement. If you object, you may also submit a Claim Form to receive Settlement benefits, and you will give up the right to sue the Defendants and certain related parties in any separate lawsuit based on claims related to the Data Breach.	**Objections must be filed and mailed on or before November 24, 2025**

ATTEND THE FINAL FAIRNESS HEARING ON JANUARY 28, 2026	You may attend the Final Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. You are not required to attend the Final Fairness Hearing.	
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties based on claims related to the Data Breach.	

BASIC INFORMATION

1. Why did I get this Notice?

A state 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 Honorable Timothy P. Dillon of the Superior Court of the State of California, County of Los Angeles, is overseeing this class action. The case is known as *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939 (Los Angeles Sup. Ct.) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs," and the companies they sued, Heritage Provider Network, Inc.; Regal Medical Group, Inc.; Lakeside Medical Organization, A Medical Group, Inc.; ADOC Acquisition Co., A Medical Group, Inc. d/b/a ADOC Medical Group; West Covina Plan IPA, Inc., A Medical Group d/b/a Greater Covina Medical Group, Inc.; Affiliated Doctors of Orange County Medical Group, Inc.; Arizona Health Advantage Inc.; AZPC Clinics LLC; Quality Care Surgery Center, LLC d/b/a Community Surgery Center of Glendale; Sun Eun Enterprise, Inc. d/b/a Pacific Family Hospice; and Valley's Best Hospice, Inc., are called "Defendants."

2. What is this lawsuit about?

In February 2023, Defendants announced that, in December 2022, unauthorized parties potentially accessed the personally identifiable information and protected health information of approximately 3,413,000 members and patients of Defendants, including their names, Social Security Numbers (for certain, but not all, potentially impacted individuals), addresses, dates of birth, diagnosis and treatment information, laboratory test results, prescription data, radiology reports, health plan member numbers and phone numbers.

The Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. The Plaintiffs further claim that information of Proposed Settlement Class Members was stolen, accessed, viewed, used and acquired by, and disclosed to, unauthorized parties, that information concerning the Data Breach has appeared, and will continue to appear, publicly, including on the internet and the dark web, and that Proposed Settlement Class Members have experienced and will continue to experience injury, harm, damages, and losses as a result. Defendants deny 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. Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, Defendants are not admitting any wrongdoing.

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 Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Proposed Settlement Class Members who exclude themselves from the Settlement Class.
The Class Representatives in this case are Timothy Head, Jose Contreras, Bryant Nellum, Richard Kontas, Diana Skaggs, Ideh Horri Farahani, and Lequeint Cole.

4. Why is there a Settlement?

The Class Representatives and Defendants 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 Defendants. Instead, the Class Representatives and Defendants have agreed to settle the Action. The Class Representatives and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Defendants.

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

If you received a postcard or email notice of this Settlement, you have been identified as a Proposed Settlement Class Member. More specifically, you are a Proposed Settlement Class Member, and you are affected by this Settlement, if you received a notice from Defendants in or around February or March 2023 concerning the Data Breach and you do not fall within one of the exceptions listed below.

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

Yes, the Settlement Class does not include (i) the Judges presiding over the Action and the Related Actions and members of their families, (ii) the Defendants and their subsidiaries, parent companies, successors, predecessors, and any other entities in which the Defendants or their parent companies have a controlling interest as well as the Defendants' current or former officers, and directors, (iii) Persons with a Valid Request for Exclusion, and (iv) the successors or assigns of Persons with a Valid Request for Exclusion.

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.RegalMedicalSettlement.com** or email the Settlement Administration at **info@RegalMedicalSettlement.com.**

THE SETTLEMENT BENEFITS — WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following benefits:

- **Three years of comprehensive Identity Theft Monitoring Services** through CyEx;

- **Cash payment for Monetary Payment** depending on the participation rate for the Settlement, the amount of which will be a pro rata share of the remaining Net Settlement Fund after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid;

- **Cash payment of up to $210 for Documented Time,** for up to an additional seven hours of documented time fairly traceable to the Data Breach, valued at up to $30 per hour; and

- **Cash payment of up to $10,000 for Fraud/Out-of-Pocket Costs,** for documented losses and/or out-of-pocket costs fairly traceable to the Data Breach.

9. Tell me more about the Identity Theft Monitoring Services.

Identity Theft Monitoring Services provides a way to protect yourself from unauthorized use of your information. If you already have medical or monitoring services, you may still sign up for this additional protection. The three years of Identity Theft Monitoring Services are being provided by CyEx. These Identity Theft Monitoring Services include:

- 3-Bureau credit monitoring;

- Healthcare Insurance Plan ID Monitoring;

- Medicare Beneficiary Identifier ID Monitoring;

- Medical Record Number Monitoring, International Classification of Disease Monitoring;

- National Provider Identifier Monitoring;
- Health Savings Account Monitoring;
- Dark Web Monitoring
- $1,000,000 Identity Theft Insurance;
- Real-Time Authentication Alerts;
- High-Risk Transaction Monitoring;
- Security Freeze Assist;
- Victim Assistance; and
- Insight & Tips.

More information about the Identity Theft Monitoring Services being provided by CyEx through this Settlement is available at https://cyex.com/identity-defense.

10. Tell me more about the Monetary Payments.

You may qualify for a cash "Monetary Payment."

Each Participating Settlement Class Member electing to receive a Monetary Payment will receive a check from the Settlement Fund for the alleged damages suffered as a result of allegedly having information involved in the Data Breach, which includes damages for the claims brought under the California Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq*. The check amount will depend on the participation rate for the Settlement and the amount will be each Participating Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after any Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services have been paid.

The following chart depicts an approximation of the Monetary Payment amounts based on the participation rate of the Settlement:

Participation Rate	Approximate Monetary Payment
2%	$357.97
4%	$171.80

6%	$114.53
8%	$85.90
10%	$68.72

The exact amount will depend on the amount of approved Fraud/Out-of-Pocket Costs Payments, Documented Time Payments, Awards, Costs, and Expenses, and the cost of the Identity Theft Monitoring Services.

The act of submitting a valid Claim Form to the Settlement Administrator (via U.S. Mail, email, or through the Settlement Website) entitles a Class Member to be a Participating Settlement Class Member and constitutes a representation that they are electing to receive Identity Theft Monitoring Services and a Monetary Payment under the Settlement.

11. Tell me more about cash payments for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach, including time spent addressing any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or social security number) incurred on or after December 1, 2022, you may qualify for an additional cash payment of up to $30 per hour for up to seven hours of time (up to $210).

To receive a Documented Time Payment, you will be required to state the actual time spent remedying issues fairly traceable to the Data Breach, swear that the information you are providing is "true and accurate under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Documented Time Payments exceed one million dollars and zero cents ($1,000,000.00). If the total value of Approved Claims for Documented Time were to exceed one million dollars and zero cents ($1,000,000.00), then all Documented Time Payments shall be reduced pro rata.

12. Tell me more about Cash Payments for Fraud/Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft or fraud that was fairly traceable to the Data Breach, or if you spent money to protect yourself from future harm because of the Data Breach, you may make a claim for reimbursement of up to $10,000 in Fraud/Out-of-Pocket Costs. Fraud/Out-of-Pocket Costs consist of unreimbursed costs or losses incurred on or after December 1, 2022, including losses related to identity theft or fraud, which are fairly traceable to the Data Breach. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or medical monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number. Other losses or costs fairly traceable to the Data Breach may also be eligible for reimbursement.

To receive a Fraud/Out-of-Pocket Costs Payment, you will be required to swear that the information you are providing is "true and accurate under penalty of perjury" and provide Reasonable Documentation that demonstrates the Fraud/Out-of-Pocket Costs to be reimbursed. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Fraud/Out-of-Pocket Costs Payments exceed two million dollars and zero cents ($2,000,000.00). If the total value of Approved Claims for Fraud/Out-of-Pocket Costs were to exceed two million dollars and zero cents ($2,000,000.00), then all Fraud/Out-of-Pocket Costs Payments shall be reduced pro rata.

13. Have Defendants taken remedial measures in response to the data incident?

Defendants have taken certain reasonable steps to secure their systems and environments from future threats, including *inter alia*, implementing mandatory multi-factor authentication; updating privileged accounts and active directory passwords; contracting third parties to provide managed detection and response 24/7 security operations center designed to monitor, prevent, detect, investigate, and respond to cyber threats continually; implementing new data security applications; engaging a third party to perform a HIPAA Security Rule risk analysis; and achieving compliance with a globally recognized certification with rigorous and comprehensive security and privacy requirements, which are estimated to cost Defendants $3,446,000.00. These efforts and changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information.

14. What is the total value of the Settlement?

Defendants have agreed to pay $49,995,000.00 to resolve all claims brought in this Action. Plaintiffs conservatively estimate that the value of the Settlement Benefits conferred to the Settlement Class is likely in excess of $89 million, based on the amount of the Settlement Fund, the value of at least three years of Identity Theft Monitoring Services provided to Settlement Class Members, and Defendants' business practices changes. The total value of the Settlement Benefits provided to the Class is $49,995,000.00 plus the estimated costs of Defendants' business practices changes and an additional $36,798,966.00 for every one percent (1%) of Class Members receiving Identity Theft Monitoring Services, before excluding the cost of Identity Theft Monitoring Services. Therefore, if one percent (1%) of the Settlement Class enrolls in Identity Theft Monitoring Services, Plaintiffs estimate the total value of the Settlement Benefits offered to the Settlement Class is $89,424,259.00, after excluding the cost of providing Identity Theft Monitoring Services from the

Settlement Fund. Plaintiffs will provide the exact value of the Settlement prior to the Final Fairness Hearing based on the final number of claims submitted. Defendants take no position with respect to the value of the Settlement.

The $49,995,000.00 Settlement Fund will be used to provide the three years of Identity Theft Monitoring Services to each Settlement Class Member who submits a valid claim, a cash payment for Monetary Payment if applicable, an additional cash payment of up to $210 to each Settlement Class Member who submits a valid claim for a Documented Time Payment, and a cash payment of up to $10,000 to each Settlement Class Member who submits a valid claim for a Fraud/Out-of-Pocket Costs Payment. Any court-approved attorneys' fees and costs; Service Awards to the Class Representatives; Taxes due on any interest earned by the Settlement Fund, if necessary; and any Administrative Expenses will be paid out of the Settlement Fund; and the balance will be used to pay for the above benefits.

15. What am I giving up to get a Settlement payment or stay in the Settlement 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 won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants or related parties about the legal issues in this Action that are resolved by this Settlement and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (see next question).

16. What are the Released Claims?

In exchange for the Settlement, (i) Plaintiffs, (ii) all Persons in the Settlement Class, including Participating Settlement Class Members and Non-Participating Settlement Class Members, and (iii) each of the respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators, executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, employees, or affiliates of such Plaintiffs and Persons (the "Releasing Parties") agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future owners, officers, directors, employees, investors, owners, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, as well as Plaintiffs and Class Counsel ("Released Parties") from, to the fullest extent permitted by law, all claims and causes of action, whether accrued or unaccrued, including causes of action in law, claims in equity, complaints, suits and petitions, and allegations of wrongdoing, demands for legal, equitable and administrative relief (including claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, breach of contract, breach of the duty to settle, breach of the duty to indemnify, breach of the covenant of good faith and fair dealing, punitive damages, attorneys' fees, costs, interest, and expenses), regardless of whether the claims and causes of action are based on federal, state, local, or foreign law, statute, ordinance, regulation, contract, or common law, or another source, that the Releasing Parties had, have, or may have in the future (including assigned claims) that were, have been, or reasonably could have been asserted in the Action, or that were, have been, reasonably could have been, or may in the future be asserted in another action or proceeding before any court, arbitrator(s), tribunal, administrative body or other forum (including any federal, state, local, or foreign regulatory body), based on, by reason of, in connection with, or that are reasonably related to the allegations—including the transactions, facts, matters, occurrences, representations, and omissions—set forth or referred to in the Complaint.

More information is provided in the Settlement Agreement which is available at **www.RegalMedicalSettlement.com**.

HOW TO GET SETTLEMENT BENEFITS — SUBMITTING A CLAIM FORM

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

Claim Forms may be submitted online at **www.RegalMedicalSettlement.com** or mailed or emailed to the Settlement Administrator at the mailing address or email address, respectively, on the form. Claim Forms are also available for download on the Settlement Website (**www.RegalMedicalSettlement.com**) or you may request one by emailing **info@RegalMedicalSettlement.com** or writing to *Regal Medical Data Breach Litigation*, c/o Settlement Administrator, P.O. Box 25412, Santa Ana, CA 92799. The quickest way to file a claim is online through the Settlement Website.

If you received a postcard notice by mail or an email notice, please use the Unique ID and Claim Login PIN, located at the top of the notice, to file your Claim Form online. If you lost or do not know your Unique ID and PIN, please email **info@RegalMedicalSettlement.com** to obtain it. **The deadline to complete and submit a Claim Form is December 22, 2025.**

18. How do I make a claim for Identity Theft Monitoring Services?

If you received a postcard notice in the mail, you may use the Claim Form provided to file a claim for Identity Theft Monitoring Services. Simply provide your email address (required to obtain Identity Theft Monitoring Services), tear the Claim Form at the perforation, and place it in the mail postmarked on or before **December 22, 2025.** If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or mail a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at

www.RegalMedicalSettlement.com. Instructions for filling out a claim for Identity Theft Monitoring Services are included on the Claim Form. **The deadline to file a claim for Identity Theft Monitoring Services is December 22, 2025.** You may file a claim for Identity Theft Monitoring Services in addition to claims for Monetary Payment, Documented Time Payment, and Fraud/Out-of-Pocket Costs Payment.

19. How do I make a claim for a Monetary Payment?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a cash payment for the alleged damages suffered as a result of allegedly having information involved in the Data Breach, which includes damages for the claims brought under the California Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code § 56, *et seq.*, and the California Consumer Privacy Act ("CCPA"), Civ. Code § 1798.150, *et seq*. To file a claim for a Monetary Payment, simply tear the Claim Form at the perforation, and place it in the mail postmarked on or before **December 22, 2025.** Following submission of a valid claim, a check will automatically be mailed to the address where the Settlement Administrator mailed the Notice. If you wish to receive your payment via electronic payment instead of a check, simply provide your email address (optional) on the Claim Form. If you would like to receive your payment at another address or via electronic payment, but would prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online, or mail or email a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at **www.RegalMedicalSettlement.com**. Instructions for filling out a claim for Monetary Payment are included on the Claim Form. **The deadline to file a claim for Monetary Payment is December 22, 2025.** You may file a claim for Monetary Payment in addition to claims for Identity Theft Monitoring Services, Documented Time Payment, and Fraud/Out-of-Pocket Costs Payment.

20. How do I make a claim for a Documented Time Payment?

To file a claim for cash payment of up to $210 for Documented Time spent remedying or addressing issues fairly traceable to the Data Breach, you must submit a valid Claim Form electing to receive a Documented Time Payment. 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.

You may access the Claim Form, file a claim, and obtain additional information at **www.RegalMedicalSettlement.com.** Instructions for filling out a claim for Documented Time are included on the Claim Form. **The deadline to file a claim for Documented Time is December 22, 2025.** You may file a claim for Documented Time in addition to claims for Identity Theft Monitoring Services, Monetary Payment, and Fraud/Out-of-Pocket Costs

Payment. If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, you may still receive compensation for a Monetary Payment.

21. How do I make a claim for a Fraud/Out-of-Pocket Costs Payment?

To file a claim for a cash payment of up to $10,000 for reimbursement of Fraud/Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive a Fraud/Out-of-Pocket Costs Payment. 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.

You may access the Claim Form, file a claim, and obtain additional information at **www.RegalMedicalSettlement.com**. Instructions for filling out a claim for Fraud/Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Fraud/Out-of-Pocket Costs is December 22, 2025.** You may file a claim for Fraud/Out-of-Pocket Costs in addition to claims for Identity Theft Monitoring Services, Monetary Payment, and Documented Time Payment.

22. 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@RegalMedicalSettlement.com** or by writing to *In re Regal Medical Data Breach Litigation*, c/o Settlement Administrator, P.O Box 25412, Santa Ana, CA 92799.

23. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for Identity Theft Monitoring Services, the Settlement Administrator will send your unique code, as well as information on how to activate your Identity Theft Monitoring Services benefit after the Settlement becomes final.

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

None of the money in the $49,995,000.00 Settlement Fund will be paid back to Defendants, in the event the Effective Date occurs. If there is any money left in the Settlement Fund 150 days after the distribution of payments to Settlement Class Members, a subsequent Residual Monetary Payment will be evenly made to all Participating Settlement Class Members with Approved Claims, provided that the average check amount is equal to or greater than three dollars and no cents ($3.00). If the average check amount in a Residual Monetary Payment distribution would be less than three dollars and no cents ($3.00), the remaining Net Settlement Fund will be used to extend the Identity Theft Monitoring Services to Participating Settlement Class Members receiving that benefit for as long as possible. Any residual funds remaining in the Net Settlement Fund will not revert to

Defendants and will be distributed to the Non-Profit Residual Recipient.

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

Yes, the Court has appointed as Class Counsel, Scott Edward Cole of Cole & Van Note, Daniel S. Robinson of Robinson Calcagnie, Inc., and Jean Martin of Morgan & Morgan Complex Litigation Group 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 Action.

26. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses (expenses are currently approximately $138,766.80) of up to $16,665,000. They will also ask the Court to approve $7,500 Service Awards to each of the seven 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 Settlement Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement Website at **www.RegalMedicalSettlement.com** before the deadline for you to comment or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator by emailing **info@RegalMedicalSettlement.com.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Proposed Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or "opt-out" of the Settlement.

27. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a Request for Exclusion. A Valid Request for Exclusion must include (i) the case name *Head v. Regal Medical Group*, Case No. 23STCV02939, (ii) your full name, current mailing address, telephone number, and email address, (iii) a statement that you want to be excluded from the Settlement in the Action, and (iv) your signature. A Valid Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked or received by the Settlement Administrator no later than **November 24, 2025.**

Regal Medical Data Breach Litigation
c/o Settlement Administrator
P.O. Box 25412
Santa Ana, CA 92799

A Request for Exclusion may also be submitted via the settlement website, **www.RegalMedicalSettlement.com.**

28. If I exclude myself, can I still get Identity Theft Monitoring Services and a cash payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. The only way to obtain settlement benefits including Identity Theft Monitoring Services and a cash payment is to remain a Settlement Class Member and submit a valid Claim Form.

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by submitting an objection. To object, you can do so in writing, in person, or through counsel, at your own expense, at the Fairness Hearing.

If you object in writing, you must mail the objection before **November 24, 2025**, with the caption *Head, et al. v. Regal Medical Group, Inc., et al.*, Case No. 23STCV02939, and include: (i) your full name, current mailing address, telephone number, and email address; (ii) a concise statement for the reasons for your objection; and (iii) your signature.

The objection must be postmarked no later than **November 24, 2025,** and mailed first-class postage prepaid to the Settlement Administrator and Class Counsel at the following five addresses:

Class Counsel	Defendants' Counsel
Scott Edward Cole Cole & Van Note 555 12th Street, Ste. 2100 Oakland, CA 94607 Daniel S. Robinson c/o Heritage Data Breach Settlement Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658-8962 Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor Tampa, FL 33602	Antony L. Ryan Cravath, Swaine & Moore LLP Two Manhattan West 375 Ninth Avenue New York, NY 10001 Bruce E. Copeland Nixon Peabody LLP One Embarcadero Center, 32nd Floor San Francisco, CA 94111

The Court will hear from any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures.

Class Counsel will submit the objections to the Court with the Final Approval Papers.

Class Counsel will file their request for attorneys' fees, reimbursement of litigation costs, and Service Awards for the Class Representative with the Court, which will also be posted on the Settlement Website, at www.RegalMedicalSettlement.com.

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

Objecting is informing the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is informing the Court you do not want to be part of the Settlement Class or participate in the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **January 28, 2026, at 10:00 a.m.** before the Honorable Timothy P. Dillon, Superior Court of the State of California, County of Los Angeles, Complex Civil, 312 North Spring Street, Dept. 15, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's application for attorneys' fees and expenses as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

33. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file and mail an objection, you do not have to attend the hearing. As long as you file and mail your written objection on time and as set forth above, it will be considered by the Court.

34. May I speak at the Final Fairness Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding his or her objection.

If you filed an objection, you should indicate whether you intend to appear in your objection (see Question 29). Your objection should state whether it is your intention to appear at the Final Fairness Hearing and should identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Final Fairness Hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class but will not receive any Settlement benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

36. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at **www.RegalMedicalSettlement.com** or by writing to *In re Regal Medical Data Breach Litigation*, c/o Settlement Administrator, P.O. Box 25412, Santa Ana, CA 92799. Publicly filed documents can also be obtained by visiting the office of the Clerk of the Los Angeles County Superior Court or reviewing the Court's online docket.

If you have questions, you may contact Class Counsel at:

Scott Cole
Cole & Van Note
555 12th Street, Ste. 2100
Oakland, CA 94607

Daniel S. Robinson
c/o Heritage Data Breach
Settlement
Robinson Calcagnie, Inc.
P.O. Box 2350
Newport Beach, CA 92658-8962

Jean Martin
Morgan & Morgan Complex
Litigation Group
201 N. Franklin St., 7th Floor
Tampa, FL 33602

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS.