

## Notice of Proposed Class Action Settlement And Fairness Hearing Date for Court Approval

*Kari Delkener, individually and on behalf of all others similarly situated v. Cottage Health System, Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, Santa Ynez Valley Hospital, InSync Computer Solutions, Inc., CIO Solutions, Inc. and CIO Solutions, LP and Does 1-100, Inclusive*

Case No. 30-2016-00847934-CU-NP-CXC, Superior Court of the State of California, County of Orange

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

### You May be Entitled to Receive Compensation under a Proposed Class Action Settlement.

- A proposed settlement has been reached between defendants Cottage Health (erroneously sued as Cottage Health System), Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, and Santa Ynez Valley Cottage Hospital (erroneously sued as Santa Ynez Valley Hospital) (collectively, the “Cottage Defendants”), and defendants CIO Solutions, Inc. and CIO Solutions, LP (collectively, “CIO Solutions”), and defendant InSync Computer Solutions, Inc., (“InSync”) (all defendants shall be collectively referred to as the “Defendants”), on behalf of themselves and their related companies, and plaintiff, Kari Delkener (“Class Representative” or “Plaintiff”), on her own behalf and on behalf of the “Settlement Class,” as defined in this notice. The underlying lawsuit, entitled *Kari Delkener, individually and on behalf of all others similarly situated v. Cottage Health System, Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, Santa Ynez Valley Hospital, InSync Computer Solutions, Inc., CIO Solutions, Inc. and CIO Solutions, LP and Does 1-100, Inclusive*, Case No. 30-2016-00847934-CU-NP-CXC, is presently pending in the Superior Court of the State of California, County of Orange.
- Plaintiff alleges that Defendants violated certain laws relating to the confidentiality of medical information when patient medical information was placed on a computer server and was accessible without log-in credentials, passwords, or encryption, at times between October 26, 2015 and November 8, 2015. You have been provided with this notice because information related to you may have been included among the records and information placed on this computer server.
- Defendants deny that any of their actions violated the law and deny any liability. The Court has not decided whether Defendants did anything wrong.
- The Court has preliminarily approved a proposed settlement of this class action lawsuit as being fair, reasonable, and adequate to the Settlement Class, and falling within the range of possible final approval. The settlement may affect your legal rights and you have certain choices to make now.
- The settlement will provide for a fund of \$2.05 million to cover payments to approximately 11,608 Settlement Class members, settlement administration expenses, attorneys’ fees and litigation expenses, an incentive for the Class Representative, and any other related expenses which may be approved by the Court. Each Settlement Class member will share equally in the net amount of the settlement fund after deduction of such fees, expenses, and incentive. The amount that each participating class member will receive is estimated to exceed \$110 each.
- To be a member of the Settlement Class, you must be an individual whose medical records, medical information, and/or personally identifiable information was placed on the computer server maintained by the Cottage Defendants and was accessible without log-in credentials, passwords, or encryption, at any time between October 26, 2015 and November 8, 2015. You are receiving this notice because you have been preliminarily identified by the Cottage Defendants as being a Settlement Class member.
- **If you are a member of the Settlement Class, your legal rights are affected whether you act or don’t act. Please read this entire notice carefully.**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you are a member of the Settlement Class, your options are to:

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, you will receive your share of the settlement fund, but you will be giving up any rights you may have to separately sue Defendants and the Released Parties for any legal claims released by this Settlement. See Questions 8-9 and 23, <i>below</i> .
EXCLUDE YOURSELF BY FEBRUARY 12, 2018	You will not receive any payment from the settlement, but you will preserve any existing rights you may have to bring your own lawsuit against Defendants based on the same alleged exposure of medical information privacy. See Questions 12-14, <i>below</i> .
OBJECT BY FEBRUARY 12, 2018	You may write the Court to say why you do not agree with any aspect of the proposed settlement. If you do submit a written objection, you also may request to speak at the fairness hearing to present your disagreement to the Court. See Questions 17-21, <i>below</i> .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please review the entire notice to ensure that you understand your rights and options. If you have any questions after reading this notice, please contact the Settlement Administrator, JND Legal Administration, at (888) 551-9753 or [info@CottageHealthSettlement.com](mailto:info@CottageHealthSettlement.com).
- The Court in charge of this case still has to decide whether to provide final approval of the settlement. Settlement Class members who do not opt out will receive a check for a settlement payment only if the Court approves the settlement and after the approved settlement becomes final, including resolution of any possible appeals. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice?

This lawsuit, entitled *Kari Delkener, individually and on behalf of all others similarly situated v. Cottage Health System, Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, Santa Ynez Valley Cottage Hospital, InSync Computer Solutions, Inc. CIO Solutions, Inc. and CIO Solutions, LP and Does 1-100, Inclusive*, Case No. 30-2016-00847934-CU-NP-CXC, was filed on April 21, 2016, and is presently pending in the Superior Court of the State of California, County of Orange.

You have received this notice because you may be a member of the Settlement Class. The Settlement Class is defined as follows:

*All patients of a Cottage Health hospital (Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, or Goleta Valley Cottage Hospital) whose confidential information and/or records were placed on the SQL Server maintained by Cottage Health and were accessible between October 26, 2015 and November 8, 2015 without login credentials, passwords or encryption.*

You have been preliminarily identified as a member of the Settlement Class, based upon records maintained by the Cottage Defendants.

The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate to the Settlement Class members, and falls within the range of possible final approval. The Court has ordered the parties to mail this notice to the Settlement Class members, to inform you about the lawsuit, the proposed settlement, the Court's fairness hearing to consider final settlement approval, and your legal rights and options.

### 2. What is the lawsuit about?

The Class Representative contends that Cottage Health (formerly known as and erroneously sued as Cottage Health System), Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital, Santa Ynez Valley Cottage Hospital (erroneously sued as Santa Ynez Valley Hospital), InSync Computer Solutions, Inc., CIO Solutions, Inc. and CIO Solutions, LP violated the Confidentiality of Medical Information Act, *California Civil Code* §§56, *et seq.* ("CMIA"), by placing the Settlement Class members' confidential medical information on a computer server that was accessible without log-in credentials, passwords, or encryption, at times between October 26, 2015 and November 8, 2015 without login credentials, passwords or encryption and allegedly releasing that confidential medical information.

Based on these allegations, the Class Representative asserts that the Settlement Class members are entitled to statutory damages for the release and disclosure of their confidential medical information pursuant to *California Civil Code* §56.36(b)(1), general and/or specific damages, and reasonable attorneys' fees and litigation expenses.

Defendants deny all allegations of wrongdoing and of liability, and deny that Plaintiff and the Settlement Class are entitled to any recovery, including statutory damages. There has been no finding of any violation or wrongdoing by Defendants by any court. The Court has not yet determined whether this action may proceed, either as a class action or on an individual basis.

### 3. Why is this a class action?

In a class action, a "Class Representative" (in this case, Kari Delkener) sues on behalf of people who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. A "settlement class" is a class proposed for purposes of a settlement only. The Court has not determined whether the case may be brought on a class basis.

### 4. Why is there a settlement?

The Court did not decide this lawsuit in favor of the Plaintiff or Defendants. Instead, both sides agreed to the settlement. That way, they avoid the cost and risk of further litigation, and the people claimed to have been affected will get prompt and certain compensation.

The Class Representative and her attorneys believe that a class-wide settlement is in the best interests of the Settlement Class. The Court has preliminarily determined that the proposed settlement is fair, reasonable, and adequate to the Settlement Class members, and falls within the range of possible final approval.

## WHO IS IN THE SETTLEMENT?

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

If you have received this notice, you may fall within the Settlement Class definition, as preliminarily approved by the Court, which is:

*All patients of a Cottage Health hospital (Santa Barbara Cottage Hospital, Santa Ynez Valley Cottage Hospital, or Goleta Valley Cottage Hospital) whose confidential information and/or records were placed on the SQL Server maintained by Cottage Health and were accessible between October 26, 2015 and November 8, 2015 without login credentials, passwords or encryption.*

You have been preliminarily identified as a member of the Settlement Class, based upon records maintained by the Cottage Defendants.

### 6. Are there exceptions to being included?

Yes. The Settlement Class does not include persons who opt out or exclude themselves from the settlement in a timely and correct manner by submitting a written request for exclusion. Questions 12-14 below describe how to opt out of the Settlement Class and settlement.

### 7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Settlement Class, contact the Settlement Administrator (JND Legal Administration) at (888) 551-9753, toll-free, or email [info@CottageHealthSettlement.com](mailto:info@CottageHealthSettlement.com). There is no charge to you for contacting the Settlement Administrator.

## THE SETTLEMENT BENEFITS—WHAT DO I GET?

### 8. What does the settlement provide?

Defendants will establish a settlement fund totaling \$2,050,000.00. The settlement fund will provide payment for the following: (a) payments to the Settlement Class members who have not opted out of the settlement, (b) the expense of administration of the settlement incurred by the Settlement Administrator, (c) any incentive awarded to the Class Representative, and (d) any attorneys' fees and litigation expenses awarded to Class Counsel. After payment of settlement administration expenses, the Class Representative's incentive, and Class Counsels' attorneys' fees and expenses, the entire remainder of the settlement fund will be distributed to the Settlement Class members who did not opt out, in equal shares. Any payments which are not negotiated by the Settlement Class members, after reasonable and diligent efforts by the settling parties and Settlement Administrator, shall be treated as unpaid cash residue and unclaimed funds under California Code of Civil Procedure section 384(b)(3). Such moneys shall be paid by the Settlement Administrator as follows: (1) twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund in accordance with Code of Civil Procedure section 384(b)(3)(A); (2) twenty-five percent (25%) to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch in accordance with Code of Civil Procedure section 384(b)(3)(B); and (3) fifty percent (50%) to the Cy Pres Recipient in accordance with Code of Civil Procedure section 384(b)(3)(C). These payments shall be made on the date fourteen (14) days after expiration of the 180-day period for negotiation of the settlement checks.

The parties will request Court approval for the payment of expenses actually incurred by the Settlement Administrator from the settlement fund, up to a maximum of \$55,000. An incentive award on behalf of the Class Representative will be requested in an amount not to exceed \$5,000 for her efforts on behalf of the Settlement Class. Class Counsel will request an award of attorneys' fees not to exceed \$615,000 and litigation expenses not to exceed \$26,000. Any such amounts to

be paid from the settlement fund must first be approved by the Court as being fair and reasonable to the Settlement Class, and will not exceed these maximum amounts.

The following example is provided for demonstration purposes, based upon the maximum permissible requested amounts for settlement administration expenses, the Class Representative incentive, and Class Counsels' attorneys' fees and litigation expenses. It must be emphasized, however, that the Court will make the final determination of such amounts:

The proposed settlement fund is \$2,050,000. There are an estimated 11,608 Settlement Class members. If the Court approves the maximum permissible request for settlement administration expenses (\$55,000), the Class Representative incentive (\$5,000), and Class Counsels' attorneys' fees (\$615,000) and litigation expenses (\$26,000), the net settlement fund amount would be \$1,349,000. If no one opts out of the Settlement Class, each of the approximately 11,608 Settlement Class members would receive a personal check of \$116.21.

These figures could change depending on the Court's approval of each portion of the settlement and the number of Settlement Class members who opt out of the Settlement.

Complete terms of the settlement are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, [www.CottageHealthSettlement.com](http://www.CottageHealthSettlement.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (888) 551-9753, toll-free, or by e-mail at [info@CottageHealthSettlement.com](mailto:info@CottageHealthSettlement.com).

**9. What am I giving up in exchange for the settlement benefits?**

If the settlement becomes final, each Settlement Class member who did not opt out will be releasing Defendants and all related persons and entities (the "Released Parties") from any potential claims of any kind, past, pending, or future, in this lawsuit and any other proceeding, related to the alleged release and disclosure of medical health records, medical information, and/or personally identifiable information from a computer server maintained by the Cottage Defendants and referred to by the Cottage Defendants as the SQL Server, and accessible between October 26, 2015 and November 8, 2015 without login credentials, passwords or encryption.

The precise terms of the settlement's "release," which defines the claims given up by the Settlement Class in exchange for payment of settlement benefits, are set forth in the Settlement Agreement. The Settlement Agreement can be viewed on the Settlement Administrator's website, [www.CottageHealthSettlement.com](http://www.CottageHealthSettlement.com). You may also obtain a copy of the Settlement Agreement, free of charge, by contacting the Settlement Administrator at (888) 551-9753, toll-free, or by e-mail at [info@CottageHealthSettlement.com](mailto:info@CottageHealthSettlement.com).

Unless you exclude yourself, all of the Court's orders will apply to you and will be legally binding on you, including the Court's decision whether to finally approve this settlement and the judgment entered in the lawsuit.

**HOW TO GET A PAYMENT**

**10. How can I receive my settlement payment?**

You do not need to do anything to participate in the settlement and receive your settlement payment. If you do not opt out, and the Court grants final approval of the settlement and that approval becomes final, you will automatically receive your settlement payment by U.S. Mail.

Please contact the Settlement Administrator at the telephone number or email address on the bottom of each page of this notice if this notice was not mailed to your current address or if you currently have any plans to move, to ensure that your current address is used.

**11. When will I get my payment?**

Settlement payment checks will be mailed to the Settlement Class members only after the Court grants "final approval" of the settlement, and, in some cases, after the time for any appeal has ended and any appeal has been resolved. The

earliest possible date that settlement payment checks can be mailed is April 20, 2018, thirty-five days after the date presently set for the fairness hearing.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants over the legal issues in this case, or if you do not wish not participate in the settlement for any other reason, you must take steps to exclude yourself from the settlement. This is sometimes called “opting out” of the settlement.

**12. If I exclude myself, can I get anything from the settlement?**

No. If you opt out of the settlement, you will not receive any settlement payment and you cannot object to the settlement or appear at the fairness hearing. By opting out of the settlement, you will not release any claims which otherwise would be released by the settlement and you will not be bound by any judgment or orders of the Court in approving the settlement. You will retain whatever rights or claims you may have, if any, against Defendants, and you will be free to continue or pursue your own lawsuit against Defendants, if you choose to do so.

**13. If I don't exclude myself, can I sue later?**

No. Unless you timely and validly exclude yourself from the settlement by the deadline of February 12, 2018, you will give up the right to sue Defendants for the claims that this Settlement releases and resolves.

This lawsuit seeks statutory damages under *California Civil Code* §56.36(b)(1), general and/or specific damages, and reasonable attorneys' fees and litigation expenses. If you wish to pursue any other claims released by the settlement, you must timely and validly request exclusion from the settlement.

**14. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail, postmarked by the deadline below, stating that you want to be excluded from *Delkener v. Cottage Health System, et al.*, Case No. 30-2016-00847934-CU-NP-CXC, Superior Court of the State of California, County of Orange. The letter must: 1) be signed by you; 2) include your full name, address and telephone number; and 3) include the following statement: “I request to be excluded from the settlement in the *Delkener v. Cottage Health System* action.”

You must mail your exclusion request to the Settlement Administrator, postmarked no later than February 12, 2018, addressed to:

<b>COTTAGE HEALTH SETTLEMENT ADMINISTRATOR</b>
JND Legal Administration P.O. Box 6878 Broomfield, CO 80021

You cannot exclude yourself from the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. If you submitted a timely yet insufficient request for exclusion, the Settlement Administrator will contact you. We ask that you cooperate with the Settlement Administrator to achieve your desired result in connection with this settlement.

Settlement Class members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the settlement and any final judgment and orders of the Court entered in this lawsuit if the settlement is approved, regardless of whether they ineffectively or untimely requested exclusion from the settlement.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

Yes. The Court has designated the law firms of Kabateck Brown Kellner LLP, and Ernst Law Group, to represent the Settlement Class as “Class Counsel.” Except any attorneys’ fees and litigation expenses which may be approved and awarded by the Court, to be paid exclusively from the settlement fund, you will not be charged for these lawyers. These lawyers will not seek to recover any fees or expenses except from the settlement fund, as described in this notice. If you want to be represented by another lawyer with respect to this lawsuit or settlement, you may hire one at your own expense.

### 16. How will the costs of the lawsuit and settlement be paid?

Class Counsel will make an application to the Court for an award of attorneys’ fees and litigation expenses in a combined amount not to exceed \$615,000 for their efforts and up to \$26,000 in expenses incurred in litigating this action and obtaining the settlement. Class Counsel have agreed to divide the fees awarded by the Court based upon the rough apportionment of the work they did in this case, as follows: Kabateck Brown Kellner LLP – 50%; Ernst Law Group – 50%.

Class Counsel will also make an application to the Court for an incentive award for the Class Representative, in an amount not to exceed \$5,000, for her personal efforts and contributions on behalf of the class in litigating this action and obtaining the settlement.

Class Counsel will also make an application to the Court for approval of the costs of settlement administration to be paid to JND Legal Administration for its work administering the settlement, up to a maximum amount of \$55,000.

The actual amount of any such fees, expenses, and incentive, whether in the full amounts requested or in some lesser amounts, will be determined by the Court. The amounts must be approved by the Court as being fair and reasonable to the Settlement Class, and cannot exceed the foregoing maximum amounts. Class Counsels’ fees and expenses, the Class Representative’s incentive, and the costs of settlement administration, all as may be approved and awarded by the Court, shall be paid out of the settlement fund.

## OBJECTING TO THE SETTLEMENT

If you do not request to be excluded (opt out), you can tell the Court if you don’t agree with the settlement or any part of it.

### 17. How do I tell the Court if I don’t agree with the settlement?

If you are a Settlement Class member and you did not opt out of the settlement, you can object to the settlement if you don’t agree with any part of it and don’t think the settlement should be approved. You must give reasons why you think the Court should not approve it.

To object, you must submit a written letter to the Settlement Administrator by mail, postmarked by the deadline below, stating that you object to the settlement in *Delkener v. Cottage Health System, et al.*, Case No. 30-2016-00847934-CU-NP-CXC, Superior Court of the State of California, County of Orange, and stating the reasons why you think the Court should not approve the settlement. You must also include: (a) your name, address, telephone number, and signature; (b) a detailed statement of your specific objections; and (c) a detailed statement of the grounds for such objections.

If you wish the Court to consider any records in support of your objection, you must enclose copies of such records with the written objection, or if the subject records are not in your possession, custody, or control you must identify those records and the person(s) whom you believe has possession of them.

You must mail your objection, and any supporting records, to the Settlement Administrator, postmarked no later than February 12, 2018, addressed to:



**COTTAGE HEALTH SETTLEMENT ADMINISTRATOR**

JND Legal Administration  
P.O. Box 6878  
Broomfield, CO 80021

You cannot object to the settlement by telephone, electronic mail, or any other method except by mail, in the manner described in this notice.

An objector is not required to retain an attorney in order to object to the Settlement, but may do so if desired, at the objector's own expense. If the objector submitting the objection is represented by an attorney concerning the objection, the objection must comply with the additional requirements set forth in the Court's Order Granting Preliminary Approval of Proposed Class Action Settlement, a copy of which is available without charge from the Settlement Administrator.

If you do not properly submit a timely written objection, your objection will be deemed waived, you will not be permitted to assert your objection at the fairness hearing, and it will not be considered by the Court. If you do not submit or identify all supporting records with your written objection, you will not be able to present such supporting records at the fairness hearing.

**18. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't agree with something about the settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, and that ruling becomes final, you will still remain a Settlement Class member, subject to the orders and judgment of the Court, and you will still participate in the settlement if it is approved by the Court. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a fairness hearing to decide whether to give final approval to the settlement and to consider any objections to the settlement. If you have properly filed a timely objection, you may attend and you may ask to speak, but you are not required to do so.

**19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a fairness hearing at **1:30 pm (PST)** on **March 16, 2018**, in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The fairness hearing may be moved by the Court to a different date or time without additional notice. At the fairness hearing, the Court will consider whether the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The judge will only listen to people who have properly submitted a timely objection and timely and properly requested to speak at the fairness hearing (see Question 21, below). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take after the fairness hearing for the Court to issue a ruling.

**20. Do I have to come to the hearing?**

No. Class Counsel and counsel for Defendants will answer any questions the judge may have. If you submitted an objection, you do not have to come to the fairness hearing to talk about it. As long as you mailed your written objection on time and in the proper manner, it will be considered by the Court. Although no Settlement Class member is required to attend the fairness hearing, it is open to the public and anyone who wishes is free to attend at his or her own expense.

**21. May I speak at the hearing?**

Any Settlement Class member who does not request exclusion and who timely and properly submits an objection to the settlement may ask the Court for permission to speak at the fairness hearing in support of the objection. The Court will consider the merits of all timely submitted objections, whether or not the objector appears.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you are a Settlement Class member and do nothing, and the settlement is approved and that order becomes final, you will be legally bound by the settlement. You will receive the settlement payment due and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This notice is a summary of the settlement. For more information about this case, and to review key documents pertaining to the proposed settlement, you may visit the settlement website, contact the Settlement Administrator, or contact the Class Counsel attorneys, all at no charge to you.

To Visit the Settlement Website:	To Contact the Settlement Administrator:	To Contact the Attorneys for the Class:
www.CottageHealthSettlement.com	Cottage Health Settlement Administrator JND Legal Administration P.O. Box 6878 Broomfield, CO 80021  Toll-Free: (888) 551-9753 Email: info@CottageHealthSettlement.com	Taylor Ernst Ernst Law Group 1020 Palm Street San Luis Obispo, CA 93401 Telephone: (805) 541-0300

In addition, Settlement Class members may review the Court’s file in this action in person or on the internet. The internet address is <http://www.occourts.org/online-services/case-access/> and the case number for this matter is 30-2016-00847934-CU-NP-CXC. The address of the Courthouse is Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, CA 92701.

**PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT WITH ANY QUESTIONS.**

Dated: November 17, 2017

\_\_\_\_\_  
Honorable Glenda Sanders  
JUDGE OF THE SUPERIOR COURT