

Notice of Inmediata Security Incident Class Action Settlement

*A federal court has authorized this Notice. 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.

- A Settlement has been proposed in a class action lawsuit against Inmediata Corp. and Inmediata Health Group Corp. (“Inmediata” or “Inmediatas”) arising out of the security incident that Inmediata announced on April 22, 2019, wherein Inmediata’s computer network system was the target of an external criminal-cyberattack that began in January 2019 (the “Security Incident”).
- If you received a notice from Inmediata about the Security Incident in or around April 2019, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Inmediata has agreed to: (1) pay for credit monitoring services and identity theft insurance, (2) provide cash payments to Class Members for reimbursement of certain documented out-of-pocket losses and up to \$15 per hour for up to three hours for time spent addressing or remedying issues plausibly traceable to the Security Incident, (3) provide cash payments of up to \$50 to qualifying Class Members as compensation under the California Confidentiality of Medical Information Act (“CMIA”), and (4) the costs of the settlement administration, court-approved attorneys’ fees and expenses, and service awards for named Plaintiffs.
- 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 EARLIEST DEADLINE: MARCH 21, 2022	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 Out-of-Pocket Losses of money, expenses incurred, and/or time spent addressing or remedying issues plausibly traceable to the Security Incident; and a California Settlement Payment. If you submit a Claim Form, you will give up the right to sue the Inmediata and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: APRIL 19, 2022	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Inmediata, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: APRIL 19, 2022	You may object to the Settlement and Attorneys’ fees and expenses by writing to the Court and informing it why you don’t think the Settlement or the requested attorney’s fees and expenses should be approved. You also may write the Court to provide comments or reasons why you support the Settlement. If you object, you also may file a Claim Form to receive Settlement benefits, but you will give up the right to sue the Inmediata in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE FINAL FAIRNESS HEARING DATE: APRIL 21, 2022	You can attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Fairness 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 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 Inmediata and certain related 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 and the requested attorneys’ fees and expenses. 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 federal 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 to 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 Jay A. Garcia-Gregory of the United States District Court for the District of Puerto Rico, is overseeing this class action. The case is known as *Jessie Seranno et al. v. Inmediata Corp. and Inmediata Health Group Corp.*, Case No. 3:19-cv-01811 (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued, Inmediata Corp. and Inmediata Health Group Corp., are called “Inmediata” or the “Defendants.”

2. What is this lawsuit about?

On or about April 22, 2019, Inmediata announced that its computer network system was the target of an external criminal-cyberattack that began in January 2019 (the “Security Incident”). Certain data that could have been accessed by the cyberattackers included personal information for patients of Inmediata customers, including names, addresses, birthdates, social security numbers, protected health information, and telephone numbers.

The Plaintiffs claim that Inmediata failed adequately to protect their personal information and that they were injured as a result. Inmediata 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. Inmediata denies these and all other claims made in the Action. By entering into the Settlement, the Inmediata is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called 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 the Plaintiffs: Jessie Serrano and Jozef Mangual Serrano, a minor.

4. Why is there a Settlement?

The Plaintiffs and the Inmediata 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 Plaintiffs or the Inmediata. Instead, the Plaintiffs and the Inmediata have agreed to settle the Action. The Plaintiffs 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 the Inmediata.

WHO IS INCLUDED IN THE SETTLEMENT

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

If you received a postcard Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if your Personal Information was stored on Inmediata’s computer network systems that may have been accessed in the Security Incident.

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

Yes, the Settlement does not include: the Inmediata, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Inmediata or its parents have a controlling interest and their current or former officers and directors; the Judge presiding over the Action, and members of his family; and any individual who timely and validly requests to be excluded from the Settlement Class.

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 Class Member, you may go to the Settlement website at www.inmediatadatabreachsettlement.com, or call the Settlement Administrator's toll-free number at 1-888-250-6810.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Credit Monitoring and Insurance Services;
- Cash Payments for reimbursement of Out-of-Pocket Losses; and
- California Settlement Payments.

9. Tell me more about the Credit Monitoring and Insurance Services.

Credit Monitoring and Insurance Services provide a way to discover and to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. If you already have a similar service from another provider, you can request that this service start after your other service expires.

Credit Monitoring and Insurance Services are being provided by Kroll's Web Watcher identity theft monitoring services.

More information about the Credit Monitoring and Insurance Services being provided by Kroll's through this Settlement is available at www.inmediatadatabreachsettlement.com.

10. Tell me more about the Cash Payments for reimbursement of Out-of-Pocket Losses.

If you spent money remedying or addressing identity theft and fraud that was plausibly traceable to the Security Incident, or you spent money to protect yourself from future harm because of the Security Incident, you may make a claim for reimbursement of up to \$2,500 in Out-of-Pocket Losses.

Out-of-Pocket Losses consist of unreimbursed losses or expenditures that you actually incurred on or after January 1, 2019 through the date of your claim submission, that are plausibly traceable to the Security Incident, including expenses related to identity theft or fraud that is traceable to the Security Incident. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit 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 a social security number due to fraud plausibly traceable to the Security Incident. Other losses or costs plausibly traceable to the Security Incident may also be eligible for reimbursement.

Out-of-Pocket Losses may include hours for time spent taking actions intended to remedy fraud, identity theft, or other misuse of your Personal Information that is plausibly traceable to the Security Incident, which may also be eligible for reimbursement. If you spent time remedying or addressing issues plausibly traceable to the Security Incident, you may submit a claim for a cash payment of \$15 per hour for up to three hours of time (up to \$45) by submitting a Claim Form with Reasonable Documentation related to such lost time.

Claims for cash payments for Out-of-Pocket Losses 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.

Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement.

11. Tell me more about California Settlement Payments.

If, as of January 1, 2019, you resided in California and you received a notice from Inmediata that your information may have been accessed in the Security Incident, you may submit a claim for up to an additional \$50 or more as compensation under the California Confidentiality of Medical Information Act ("CMIA").

To receive such California Settlement Payments, you must submit a Claim Form electing to receive the California Settlement Payment. Individual cash payments may be reduced *pro rata* depending on the number of Class Members that participate in the Settlement.

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

13. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Defendants and their respective past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendant's and these entities' respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, 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 related to the Security Incident in the Litigation, ("Released Persons") from any and all claims and causes of action including, without limitation, any causes of action for or under negligence; negligence *per se*; breach of contract; breach of implied contract; breach of covenant of good faith and fair dealing; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by or on behalf of any Representative Plaintiff or Settlement Class Member against any of the Released Persons. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the Claims of Settlement Class Members who have timely and properly opted out of the Settlement Agreement and thus excluded themselves from the Settlement Class.

The Released Claims do not include claims against the cyber attackers who committed the criminal acts involved in the Security Incident and persons or entities that intentionally misuse the Personal Information stolen in the Security Incident for unlawful purposes.

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

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

You must complete and submit a Claim Form by March 21, 2022. Claim Forms may be submitted online at www.inmediatadatabreachsettlement.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 1-888-250-6810 or by writing to *Inmediata Security Incident Settlement*, P.O. Box 2031, Tustin, CA 92781. The quickest way to file a claim is online.

If you received a Notice by e-mail, use your Unique Identification Number to file your Claim Form. If you lost or do not know your Unique Identification Number, please call **1-888-250-6810** to obtain it.

You may file a claim for Credit Monitoring and Insurance Services, Out-of-Pocket Losses, and a California Payment.

15. How do I make a claim for Credit Monitoring and Insurance Services?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for Credit Monitoring and Insurance Services. Simply provide your email address (optional), tear the Claim Form at the perforation and place it in the mail on or before **March 21, 2022**. 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 download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.inmediatadatabreachsettlement.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is **March 21, 2022**.

16. How do I make a claim for a cash payment for reimbursement of my Out-of-Pocket Losses?

To file a claim for a cash payment of up to \$2,500 for reimbursement of Out-of-Pocket Losses, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses. 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.

To file a claim for cash payment of up to \$45 for Out-of-Pocket Losses for time spent remedying or addressing issues plausibly traceable to the Security Incident, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Losses for time lost. 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 file a claim for Out-of-Pocket Losses in addition to Credit Monitoring and Insurance Services and California Settlement Payment.

If your claim for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, your claim for Out-of-Pocket Losses will instead be considered a claim for Credit Monitoring and Insurance Services.

Instructions for filling out a claim for Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at www.inmediatadatabreachsettlement.com.

The deadline to file a claim for Out-of-Pocket Losses is **March 21, 2022**.

17. How do I make a claim for a cash payment for the California Settlement Payment?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for Out-of-Pocket Losses, in addition to Credit Monitoring and Insurance Services, and California Settlement Payment (if applicable).

To file a claim for cash payment of up to \$50 for California Settlement Payment, you must submit a valid Claim Form electing to receive such California Settlement Payment. Simply tear the Claim Form at the perforation and place it in the mail on or before **March 21, 2022**. 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 download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for California Settlement Payment are included on the Claim Form. You may access the Claim Form at www.inmediatadatabreachsettlement.com.

The deadline to file a claim for California Settlement Payment is **March 21, 2022**.

You may file a claim for California Settlement Payment in addition to claims for Credit Monitoring and Insurance Services and claims for Out-of-Pocket Losses.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-250-6810 or by writing to:

Inmediata Security Incident Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

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

If you make a valid claim for Credit Monitoring and Insurance Services, 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 Identification Number provided on the Notice to activate your Credit Monitoring and Insurance Services at the Kroll's Web Watcher website.

Checks for valid claims for Out-of-Pocket Losses, and California Settlement Payment will be provided by the Settlement Administrator via mail after the Settlement is approved and becomes final.

It may take longer than one year for the Settlement to be approved and become final. Please be patient and check www.inmediatadatabreachsettlement.com for updates.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes, the Court has appointed Bobby Saadian, Justin F. Marquez, Thiago M. Coelho, and Robert J. Dart of Wilshire Law Firm, PLC and David C. Indiano and Jeffrey C. Williams of Indiano & Williams, P.S.C. 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 reasonable attorneys' fees and actual expenses. They also will ask the Court to approve \$2,000 service awards to each of the named Plaintiffs 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, expenses, and service awards will be made available on the Settlement website at www.inmediatadatabreachsettlement.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 1-888-250-6810.

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 the Inmediata 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 *Inmediata Data Security Litigation*, U.S.D.C. Case No. 3:19-cv-01811; state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Inmediata Data Security Litigation*, U.S.D.C. Case No. 3:19-cv-01811.” The Request for Exclusion must be submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **April 19, 2022**:

Inmediata Security Incident Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

You cannot exclude yourself by telephone or by e-mail.

23. If I exclude myself, can I still get Credit Monitoring and Insurance Services and a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get free Credit Monitoring and Insurance Services and 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 the Inmediata for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Inmediata and Released Persons 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 the Inmediata or any of the Released Persons. 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 or amount of attorneys' fees?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or requested attorneys' fees and expenses. You can give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must mail a letter stating that you object to the Settlement in *Inmediata Data Security Litigation*, Case No. 3:19-cv-01811. Be sure to include (1) your full name, current mailing address, and telephone number; (2) a signed statement that you believe you are a member of the Settlement Class; (3) the specific reasons you are objecting to the Settlement; (4) all documents or writings that you wish the Court to consider; and (5) a statement indicating whether you or your attorney intends to appear at the Final Fairness Hearing. Mail your objection to both addresses listed below postmarked by **April 19, 2022**:

Clerk of the Court
United States District Court
District of Puerto Rico
150 Ave. Carlos Chardon Ste. 150
San Juan, PR 00918-1767

Inmediata Security Incident Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

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

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys’ fees and expenses. 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 FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **April 21, 2022 at 10:00 a.m.** before the Honorable Jay A. Garcia-Gregory, United States District Judge for the District of Puerto Rico, United States Courthouse, 10 Ave. Carlos Chardon, San Juan, PR 00918-1767.

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

28. 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 send an 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 Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 30). Your objection must state that it is your intention to appear at the Final Fairness Hearing and must 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 Fairness Hearing, your objection must also include your attorney’s name, address, and phone number.

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 give up rights explained in Question 15, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Inmediata or any of the Released Persons about the legal issues in this Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

31. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.inmediatadatabreachsettlement.com, by calling 1-888-250-6810 or by writing to *Inmediata Security Incident Settlement*, P.O. Box 2031, Tustin, CA 92781. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Puerto Rico or reviewing the Court’s online docket.

If you have questions you may contact Class Counsel at:

<p>Justin F. Marquez Bobby Saadian Thiago M. Coelho Robert J. Dart WILSHIRE LAW FIRM c/o Inmediata Security Incident Settlement 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Telephone: (213) 381-9988 Facsimile: (213) 381-9989 classaction@wilshirelawfirm.com</p>	<p>David C. Indiano Jeffrey M. Williams INDIANO & WILLIAMS, P.S.C. c/o Inmediata Security Incident Settlement 207 del Parque Street, Third Floor San Juan, Puerto Rico 00912 Telephone: (787) 641-4545 Facsimile: (787) 641-4544 eileen.alvarado@indianowilliams.com</p>
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**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**Questions? Go to www.inmediatadatabreachsettlement.com or call 1-888-250-6810.
This Settlement affects your legal rights even if you do nothing.**