

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

If you participated in certain health programs sponsored by the California Department of Public Health before June 2019, your rights may be affected by a class action lawsuit.

*The Superior Court of the State of California for Los Angeles County authorized this Notice.
This is not a solicitation from a lawyer.*

- A participant (referred to as “Plaintiff”) in two health programs sponsored by the California Department of Public Health (“CDPH”) has sued CDPH and its Director Dr. Tomás J. Aragón, Thrive Tribe Foundation (“Thrive Tribe”), Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy (collectively, “Defendants”). Plaintiff alleges that the Defendants disclosed or received your health and other confidential information without your authorization or consent, or failed to protect your information. Defendants dispute that they have done anything wrong and believe that they have complied with all applicable laws. The Court has not decided which side is right.
- A settlement has been reached in this lawsuit. The Settlement will require certain Defendants to change their practices and provide you the option of deleting any information Defendants may have about you from their computer systems as explained in this Notice. Under the terms of the Settlement, **you will also receive an estimated Settlement Payment of \$1,750**. You do not need to file a claim to receive the Settlement Payment.
- All individuals enrolled in CDPH’s AIDS Drug Assistance Program (“ADAP”) and the Office of AIDS Health Insurance Premium Payment Program (“OA-HIPP”) whose information was disclosed without their authorization or consent and were sent notice from CDPH in or about June 2020 are members of the Settlement Class (and are referred to as Settlement Class Members). If you are a Settlement Class Member, then you are part of this Settlement. Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Important: If this Notice was **not** sent to you in the mail by the Settlement Administrator (e.g., this Notice was sent to someone else but you are reading it now), but you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the estimated Settlement Payment of \$1,750 and certain non-monetary benefits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

**DO
NOTHING**

You will automatically receive the Settlement Payment in the estimated amount of \$1,750 if you are a Settlement Class Member. By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary and non-monetary benefits described in this Notice of Settlement, including requiring certain Defendants to delete your information. You will also give up the right to sue Defendants on your own about the legal claims resolved by the Settlement.

You do not have to file a claim to automatically receive the estimated Settlement Payment described above.

Questions? Call 1-877-381-0385 toll free or visit www.ThriveTribeSettlement.com

Si necesita asistencia en español, por favor llame al 1-877-381-0385
Para una notificación en español, www.ThriveTribeSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<p>OBJECT</p>	<p>You may write to the Court about what you don't like about the Settlement. In order to object to the Settlement, you must stay in the lawsuit and be bound by the Settlement and its releases. If you want to object, you must do so in writing and in accordance with the procedures in the Settlement Agreement (which are described in this Notice). Your written objection must be postmarked no later than August 1, 2023.</p> <p>For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in the Settlement Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.</p>
<p>OPT OUT AND EXCLUDE YOURSELF</p>	<p>Get out of this Settlement. You will give up your right to <u>any</u> benefits from the Settlement, including requiring certain Defendants to delete your information. You will <u>not</u> receive the Settlement Payment described above or any other compensation. However, you will keep your rights to bring your own lawsuit. If you want to opt out and exclude yourself, you must do so in writing and in accordance with the procedures in the Settlement Agreement (which are described in this Notice). Your written opt-out notice must be postmarked no later than August 1, 2023.</p> <p>For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in the Settlement Agreement, the Settlement Class Member's written request to opt out must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the Settlement Administrator.</p>

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

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1. What is this Lawsuit and Settlement About?

You are receiving this Notice of Settlement because you have been identified as being part of a group of people whose protected health information (“PHI”), including other sensitive health-related information, is alleged to have been disclosed or received without your authorization or consent by certain Defendants as part of CDPH’s administration of the ADAP and OA-HIPP programs. Individuals who were enrolled in CDPH’s ADAP and OA-HIPP programs by Thrive Tribe prior to June 2019 might have been affected.

As a result of the disclosure, the Plaintiff filed suit against CDPH and its director Dr. Tomás J. Aragón, Thrive Tribe, Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy. The lawsuit is *John Doe v. California Department of Public Health et al.*, No. 20STCV32364, and was filed in the Superior Court of California for Los Angeles County (the “Lawsuit”). In the Lawsuit, Plaintiff alleges that ADAP and OA-HIPP participants’ PHI was improperly disclosed.

The Settlement resolves the Lawsuit as to all Defendants. Adherence Project, which was named in the initial Complaint as a defendant, is a non-profit entity that has confirmed under penalty of perjury that it is not in possession of any of the data in question and does not have any assets or insurance. Adherence Project has been dismissed as a defendant and is not part of the Settlement.

The Settlement has been preliminarily approved by the Superior Court of the State of California for Los Angeles County (the “Court”), which is the Court overseeing the Lawsuit. This Notice provides information about the Lawsuit, the Settlement, and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. The Court authorized sending this Notice of Settlement to you. This is not a solicitation from a lawyer.

2. Why Should I Read This Notice?

You are receiving this Notice of Settlement because CDPH’s records show that your information was part of the alleged unauthorized disclosure. As a result, you are a member of the Settlement Class. Members of the Settlement Class are referred to as Settlement Class Members. Your rights are affected by the Settlement, so you should read this Notice of Settlement carefully.

The Plaintiff in the Lawsuit alleged that Settlement Class Members’ PHI was disclosed by a former employee of Thrive Tribe to Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy.

Adherence Project, which was named in the initial Complaint as a defendant, is a non-profit entity that has confirmed under penalty of perjury that it is not in possession of any of the data in question and does not have any assets or insurance. Adherence Project has been dismissed as a defendant and is not part of the Settlement.

Following an extensive mediation process overseen by two mediators, Plaintiff and Defendants CDPH, Thrive Tribe, Evolve Healthcare, Gary “Julian” Goldstein, and Premier Pharmacy have reached a settlement that has been preliminarily approved by the Court overseeing the Lawsuit. **All Settlement Class Members who do not opt out shall automatically receive the estimated Settlement Payment of \$1,750. Settlement Class Members do not need to submit a claim form to receive payment.**

Important: If this Notice of Settlement was sent to someone else but you are reading it now and you believe you are a Settlement Class Member, you MUST contact the Settlement Administrator to determine if you are entitled to receive any benefits under this Settlement.

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The Court will hold a hearing to consider whether the Settlement should be finally approved, as well as whether to approve requested Attorneys' Fees and Costs, and a Class Representative Payment to Plaintiff among other things. The Court will hold this Final Approval Hearing on **August 25, 2023 at 10:00 a.m.**, at the Superior Court of California for Los Angeles County, Spring Street Courthouse, Department 7, 312 North Spring Street, Los Angeles, California, 90012. Additional information about this case, the Settlement, or any changes to the date and time of the Final Approval Hearing can be found at www.ThriveTribeSettlement.com.

3. Why is this Lawsuit a Class Action?

In a class action, one or more people called representative plaintiffs or class representatives sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class. Here, in this Settlement, the Plaintiff is the Class Representative, and this Settlement resolves the claims of all Settlement Class Members who do not opt out of the Settlement against the Defendants. Details about the Settlement, including the Settlement benefits as well as what Settlement Class Members are giving up in this Settlement, are set forth in this Notice of Settlement and in the Settlement Agreement, a copy of which is available at www.ThriveTribeSettlement.com.

The Court did not issue a ruling in favor of the Plaintiff or Defendants. Rather, both sides, with the assistance of two mediators, agreed to a settlement. The Settlement is not an admission that Defendants did something wrong, but rather is a compromise to end the lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and allow Settlement Class Members who do not opt out to receive compensation. The Class Representative and his attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class.

4. How Do I Know if I am Included in the Settlement?

You are included in the Settlement if your information was part of the ADAP or OA-HIPP disclosure. Information about the disclosure is set forth above in Question 1.

5. What Are the Terms of the Settlement?

Under the terms of the Settlement, a copy of which is available at www.ThriveTribeSettlement.com, Defendants have agreed to pay the total cash amount of \$1,600,000 (the "Settlement Fund") to settle all claims arising out of or relating to the alleged disclosure of PHI (and other sensitive health-related information), and/or the facts and allegations in the Amended Complaint filed in the Action. The combined value of the Settlement Fund and non-monetary relief summarized below is estimated to be \$3,900,000. None of this money will be returned to Defendants. For a detailed description of the claims that Settlement Class Members are releasing, please see Question 6.

The Settlement Fund will be used to pay: (a) the Settlement Payments to all Settlement Class Members; (b) all settlement administration fees and costs that exceed a Settlement Administration Cap of \$40,000 as approved by the Court; (c) Plaintiff's counsel's Attorneys' Fees and Costs approved by the Court; and (d) any Class Representative Payment approved by the Court. The "Net Settlement Fund" is the amount left in the Settlement Fund after the Court-approved deductions for settlement administrator fees and costs that exceed the Settlement Administration Cap, Attorneys' Fees and Costs, and Class Representative Payment.

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A. Settlement Payment: All Settlement Class Members who do not opt out will automatically receive an estimated payment of \$1,750 without having to submit a claim form. In other words, you do not need to do anything to automatically receive this amount. The final amount of the Settlement Payment that Settlement Class Members will receive depends on the number of Settlement Class Members that opt-out of the Settlement, the number of undeliverable Notices of Settlement, the amount of Attorneys' Fees and Costs approved by the Court and the amount of the Class Representative Payment approved by the Court, as well as whether there are additional administration costs that exceed the Settlement Administration Cap as approved by the Court. Because these payments and the number of Settlement Class Members who opt-out and the number of undeliverable Notices will not be known until the Settlement is complete, the final amount of the Settlement Payment may be lower or higher than the estimated payment. The Settlement Payment will be mailed in the form of a check or checks. You will not receive a Settlement Payment if you opt-out of the Settlement Class or if your Notice of Settlement is returned as undeliverable.

B. Remaining Funds/Uncashed Checks. If there is money remaining in the Net Settlement Fund after deducting the Settlement Payments for all Settlement Class Members, Attorneys' Fees and Costs, the Class Representative Payment, and settlement administration costs in excess of the Settlement Administration Cap, and the passing of the deadline for negotiating all Settlement Payment checks, then the remaining money shall be distributed to a *cy pres* entity, AIDS Project Los Angeles also known as APLA Health.

In addition to the Settlement Payment, Thrive Tribe agrees to take the following actions:

A. Thrive Tribe shall destroy any computer hard drives and other storage devices of any kind that may contain any confidential information relating to Settlement Class Members. The data that must be destroyed includes any private, personal, and medical information (excluding name, address, or other contact information) of any individuals who Thrive Tribe enrolled in the ADAP and OA-HIPP programs prior to June 2019.

B. Thrive Tribe shall permanently delete any confidential or other information relating to Settlement Class Members stored in the cloud or on servers.

C. Thrive Tribe shall destroy any hard copies of any information that contain any confidential or other identifying information for all Settlement Class Members.

D. A representative of Thrive Tribe further agrees to provide an affidavit under penalty of perjury that Thrive Tribe complied with these requirements. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a site inspection of all computer systems, storage devices, and/or cloud storage and/or servers within thirty (30) days of receiving the affidavit.

Premier Pharmacy agrees to take the following actions:

A. Based on a reasonable search and investigation of its data environment, Premier represents that to the extent Premier's environment contains a Settlement Class Member's PHI and/or other sensitive health-related information, such information can be electronically stored only (1) on Premier's servers (and those servers can be accessed and searched, in full, by the DocuTrak system), (2) within Premier's email system, or (3) on an individual user's computer (and those individual computers can be searched, in full, on the OneDrive system). Premier further represents that any such information stored on its servers can, and already has been searched by CDPH using Premier's DocuTrak system. To the extent any such information is stored within Premier's email system or OneDrive system, Premier represents that such information can be searched using the eDiscovery tool found within the Microsoft Purview Compliance Portal. Premier will allow and assist CDPH's usage of Premier's Purview Compliance Portal to detect any readily evident Settlement Class Member's PHI and/or other sensitive

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health-related information. CDPH's effort is limited to use of the Microsoft Purview Compliance Portal and only to the extent reasonable under the circumstance to detect undeleted information.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) as possibly having been entered (1) in any Premier server (as identified by the DocuTrak system), email system, or an individual user's computer (as identified by the OneDrive system) for the first time after April 1, 2019 (in addition to the 125 Settlement Class Members whom CDPH previously identified), and (2) who do not opt out of the Settlement the opportunity to render inactive and subsequently delete his, her or their name and any PHI and/or other sensitive health-related information. CDPH and Premier will work in good faith to complete the review of Premier's email system and OneDrive system in a timely manner.

Premier Pharmacy is required to retain certain data pursuant to state law, federal law, and provider contracts. If state law, federal law, or a provider contract prohibits Premier from immediately deleting the Class Members' data, then Premier will (1) render that Class Members' data inactive in a manner agreed to by Premier, Co-Lead Class Counsel, and CDPH (or as directed by the Court if agreement cannot be reached), and (2) not use, sell, convey or transfer that data in any way except as required by state law, federal law, or provider contract. Premier Pharmacy will permanently delete all data pertaining to Settlement Class Members as soon as it may do so.

C. A representative of Premier further agrees to provide Co-Lead Class Counsel an affidavit under penalty of perjury that these obligations have been complied with within 30 calendar days of the Effective Date. If any data must be rendered inactive and retained as noted above, Premier will provide an additional affidavit under penalty of perjury within 30 calendar days after permanently deleting any previously inactive and retained data. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of either affidavit by completing a further inspection of Premier's servers, OneDrive system, and/or email system within thirty (30) calendar days of receiving the affidavit(s).

The Settlement Administrator will mail you a form that you must complete and return to inform Premier of your decision about your data.

Evolve Healthcare and Gary "Julian" Goldstein agree to take the following actions:

A. Participate in a review of the hard drive of a laptop computer, which Evolve Healthcare and Gary "Julian" Goldstein represent is the only potential location of stored files in their possession, custody or control, to be conducted by CDPH Information Technology Services Division (ITSD) personnel who will forensically preview and perform a keyword search of Settlement Class Member names for any readily evident Settlement Class Member's PHI and/or other sensitive health-related information. CDPH ITSD will perform this function using Opentext Encase Digital Forensic Software while utilizing Tableau hardware write blockers to image the hard drive in its original state and determine if that laptop contains any readily evident Settlement Class Member's PHI and/or other sensitive health-related information. CDPH, Evolve Healthcare, and Gary "Julian" Goldstein will work in good faith to complete the review of Evolve Healthcare and Gary "Julian" Goldstein's laptop computer in a timely manner. CDPH ITSD may need, and is entitled to, up to five business days' possession of the hard drive. Any image or copy of the hard drive will be kept strictly confidential, used for the sole purpose of the objective set forth in this section, and either returned to Goldstein or destroyed by CDPH once the objective is completed.

B. Have the Settlement Administrator provide any Settlement Class Member whom CDPH identifies (pursuant to the preceding paragraph) as having possibly been (1) entered on that laptop computer for the first time on or after April 1, 2019, and (2) who do not opt out of the Settlement, the opportunity to remove his, her or their name and/or any PHI and/or other sensitive health-related information from the laptop computer.

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C. Evolve Healthcare and Gary “Julian” Goldstein further agree to provide Co-Lead Class Counsel an affidavit under penalty of perjury that these obligations have been complied with within 30 calendar days of the Effective Date. CDPH shall have the right, at its sole discretion, to decide whether to audit the veracity of the affidavit by completing a further inspection of the laptop within thirty (30) calendar days of receiving the affidavit.

The Settlement Administrator will mail you a form that you must complete and return to inform Evolve Healthcare and Gary “Julian” Goldstein of your decision about your data.

6. What am I Giving up as Part of This Settlement?

In order to obtain your Settlement benefits you will give up the right to sue the Defendants for any claims related to the unauthorized disclosure described in response to Question 1.

The full release in Section 7.1 of the Settlement Agreement provides:

In consideration of the benefits provided to Settlement Class Members as described in the Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member who does not opt out of the Settlement, on their own behalf and on behalf of their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, they or it is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively, the “Releasers”), shall automatically be deemed to have, and by operation of the Final Approval Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that are based on the facts alleged in the Amended Complaint (collectively, the “Released Claims”).

7. How Do I Get a Payment?

You will *automatically* receive an estimated Settlement Payment in the amount of \$1,750 if you are a Settlement Class Member. You do not need to file a claim. The Settlement Payment will be mailed in the form of a check or checks to each Settlement Class Member who does not opt-out of the Settlement Class and whose Notice of Settlement is not returned as undeliverable.

The actual Settlement Payment that Settlement Class Members will receive depends on the number of Settlement Class Members that opt-out of the Settlement, the number of undeliverable Notices of Settlement, the amount of Attorneys’ Fees and Costs approved by the Court and the amount of the Class Representative Payment approved by the Court, as well as whether there are additional administration costs that exceed the amount of the Settlement Administration Cap as approved by the Court. Because these payments and the number of Settlement Class Members who opt-out and the number of undeliverable Notices will not be known until the Settlement is complete, the final amount of the Settlement Payment may be lower or higher than the estimated payment.

Important - If this Notice of Settlement was not sent to you in the mail (e.g., this Notice was sent to someone else but you are reading it now), and you believe you are a Settlement Class Member, you **MUST** contact the Settlement Administrator to receive any benefits under this Settlement, including the estimated Settlement Payment. It is also your responsibility to let the Settlement Administrator know if your mailing address changes at any time before you receive a Settlement Payment or if you want future mail sent to a different mailing address. If you fail to keep your address current, you may not receive your benefits under the Settlement.

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8. When Will I Get Paid?

The Court will hold a Final Approval Hearing on **August 25, 2023 at 10:00 a.m.** to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. Additional information about this case, the timing of any settlement payments, or any changes to the time and date of the Final Approval Hearing will be posted at www.ThriveTribeSettlement.com.

9. How do I Exclude Myself From the Settlement?

If you wish to exclude yourself from the Settlement (also known as “opting out” of the Settlement) so that you do not receive any Settlement benefits and are not bound by any releases in the Settlement, then you must submit a written request to opt out to the Settlement Administrator at the address below stating “I wish to exclude myself from the Settlement Class in *John Doe v. California Department of Public Health et al.*, Los Angeles County Superior Court Case No. 20STCV32364” (or substantially similar clear and unambiguous language).

The written opt out request must contain your unique Class Member ID listed above. Requests to opt out cannot be made on a group or class basis. The written request to opt out must be sent to the Settlement Administrator at the address set out in response to Question 10 and **postmarked** no later than **August 1, 2023**.

For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, the Settlement Class Member’s written request to opt out must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed by the Settlement Administrator and must contain the same language set forth above.

The opt out request need only include your unique Class Member ID set forth above in order to maintain your privacy. The list of the persons who submit timely and valid opt outs will be maintained by the Settlement Administrator until the terms of the Settlement have been effectuated, and then retained by CDPH. The Settlement Administrator may share information relating to an opt out request with CDPH solely to determine if they are a Settlement Class Member.

Any person who timely and validly requests to opt out of the Settlement will **not** be entitled to any of the Settlement benefits described above. Moreover, any person who timely and validly requests to opt out of the Settlement will **not** be bound by the Settlement (including its releases) and will **not** have any right to object or appeal.

All Settlement Class Members who do **not** timely and properly opt out of the Settlement Class will in all respects be bound by all terms of the Settlement and the Final Approval Order (including without limitation all releases in the Settlement Agreement and Final Approval Order), and upon the Effective Date, will be entitled to all benefits described in this Notice of Settlement and the Settlement Agreement.

You may withdraw your request for exclusion by submitting a written request to the Settlement Agreement at the address set out below in response to Question 10 stating your desire to revoke your request for exclusion along with your unique Class Member ID set forth above, so long as the request is received no later than three (3) days prior to the Final Approval Hearing (the date, location, and time of which is set forth in response to Question 10).

Please note that if you submit a request to opt out, and then you initiate a subsequent action or proceeding against a Released Party concerning the Incident or matters alleged in the Amended Complaint, CDPH will cooperate with that Released Party to determine whether you submitted a timely and valid opt out request to be excluded from the Settlement Class.

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10. How Do I Object to the Settlement?

If you wish to remain in the Settlement and accept the Settlement's benefits but submit an objection to the Settlement, you must submit a written objection to the Settlement Administrator explaining why you believe that the Settlement should not be approved by the Court as fair, reasonable, and adequate. To be valid, the written objection must comply with the requirements below and be sent to the Settlement Administrator at the address below, postmarked no later than **August 1, 2023**.

For any Settlement Class Member whose Notice of Settlement is re-mailed as provided for in Section 3.7 of the Settlement Agreement and Exhibit H to the Settlement Agreement, a written statement of the objection must be postmarked no later than forty-five (45) calendar days after the date the Notice of Settlement is re-mailed to the Settlement Class Member by the Settlement Administrator.

The written statement must include (i) your unique Class Member ID set forth above AND NOT YOUR NAME OR OTHER PERSONALLY IDENTIFYING INFORMATION; (ii) a detailed statement of all of your objection(s); (iii) the specific reasons for each objection, including any evidence, legal authority, supporting papers, materials, and briefs you contend support the objection and wish to bring to the Court's attention; (iv) the name and contact information for all counsel representing you, if any; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last three (3) years.

The Settlement Administrator shall provide copies of any objections to Co-Lead Class Counsel and counsel for Defendants, with all personally identifying information redacted. The Settlement Administrator shall be authorized in the Preliminary Approval Order to disclose to Co-Lead Class Counsel and Counsel for Defendants the name and potentially other identifying information of any objector to the extent that Co-Lead Class Counsel and Counsel for Defendants mutually agree that this information is necessary to adequately respond to the objection.

The Settlement Administrator or Co-Lead Class Counsel will submit your objection in the public docket *but with all personally identifying information redacted*.

You may object on your own behalf or through an attorney. However, all attorneys who are involved in any way asserting objections on your behalf must file a notice of appearance with the Court at the time when the objection is submitted, or as the Court may otherwise direct.

You may also attend the Final Approval Hearing set for **August 25, 2023, at 10:00 a.m., at the Superior Court of California for Los Angeles County, Spring Street Courthouse, Department 7, 312 North Spring Street, Los Angeles, California, 90012**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them. Any changes to the date and time of the Final Approval Hearing shall be posted at www.ThriveTribeSettlement.com.

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Your unique Class Member ID is [XXXXXXX].

Contact Information for Settlement Administrator

Thrive Tribe Settlement
c/o JND Legal Administration
P.O. Box 91306
Seattle, WA 98111
Telephone 1-877-381-0385
info@ThriveTribeSettlement.com

11. Can the Settling Defendants Retaliate Against Me For Participating In This Settlement?

No. The Defendants agree that they shall not retaliate against Plaintiff or any Settlement Class Member in any fashion for having participated in this Lawsuit and/or Settlement Agreement.

12. Who Are The Attorneys Representing The Class?

The attorneys who represent the Settlement Class are listed below.

Consumer Watchdog
Jerry Flanagan
jerry@consumerwatchdog.org
Daniel L. Sternberg
danny@consumerwatchdog.org
6330 San Vicente Blvd., Suite 250
Los Angeles, CA 90048

Whatley Kallas LLP
Alan M. Mansfield (of counsel)
amansfield@whatleykallas.com
16870 W. Bernardo Dr., Suite 400
San Diego, CA, 92127

13. How Will The Attorneys For The Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Co-Lead Class Counsel's Attorneys' Fees and Costs will be paid subject to the approval of the Court. The attorneys' request for fees will not exceed \$750,000 plus reimbursement of reasonable out-of-pocket costs not to exceed \$13,000.

14. How Will The Class Representative Be Paid?

The Plaintiff who initiated this lawsuit as "John Doe" will request the Court approve a Class Representative Payment of up to \$10,000 for his willingness to be the Plaintiff in this action and for his services to the class. The Class Representative Payment is subject to Court approval. Co-Lead Class Counsel contend this payment is justified and reasonable due to Plaintiff's significant assistance to Co-Lead Class Counsel and because Plaintiff's participation in the Lawsuit risked public disclosure of his sensitive health-related information.

15. What Happens if I Do Nothing?

You will receive an estimated Settlement Payment of \$1,750 if you are a Settlement Class Member. By doing nothing, you are choosing to stay in the Settlement and you are entitled to the monetary and non-monetary

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Your unique Class Member ID is [XXXXXXX].

benefits described in this Notice of Settlement. You will also give up the right to sue Defendants on your own about the legal claims resolved by the Settlement as described in this Notice and in the Settlement Agreement.

The Settlement Administrator, the Defendants and Co-Lead Class Counsel cannot provide tax advice as to how to treat this payment. However, 50% of the Settlement Payment shall be deemed payment for all claims of negligence Settlement Class Members may have, and 50% shall be deemed payment for all claims for statutory damages under the laws set forth in the Amended Complaint.

Before you cash your Settlement Payment check you should contact your ADAP Enrollment Worker to confirm that the Settlement Payment will not cause you to exceed the income eligibility limits for the ADAP and OA-HIPP programs. If you elect not to cash your Settlement Payment check that money will go to the *cy pres* entity—AIDS Project Los Angeles—as noted in the response to Question 5.

16. Who May I Contact If I Have Further Questions?

If you need more information or have any questions, you may contact the Settlement Administrator or Co-Lead Class Counsel using the contact information provided in response to Question 10 and Question 12.

This Notice of Settlement only summarizes the Lawsuit, the Settlement and related matters. For more information, you may also download the Settlement Agreement, Amended Complaint and other documents and find additional information about this case and the Settlement at www.ThriveTribeSettlement.com.

PLEASE DO NOT CONTACT THE COURT.

Questions? Call 1-877-381-0385 toll free or visit www.ThriveTribeSettlement.com

Si necesita asistencia en español, por favor llame al 1-877-381-0385

Para una notificación en español, www.ThriveTribeSettlement.com