

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Veronica Hubbard v. Livingston Memorial VNA Health Corp., Livingston Memorial Visiting Nurse Association, Livingston Caregivers and Does 1 through 100, inclusive, Case No. 56-2023-00576342-CU-NP (Superior Court of California, County of Ventura).

You may be eligible for a cash payment from a class action settlement involving Livingston Memorial, but you need to act.

This is a court-authorized Notice of a proposed settlement in a class action lawsuit, *Veronica Hubbard v. Livingston Memorial VNA Health Corp., Livingston Memorial Visiting Nurse Association, Livingston Caregivers and Does 1 through 100, inclusive*, Case No. 56-2023-00576342-CU-NP, currently pending in the Superior Court of California, County of Ventura. The proposed settlement would resolve a lawsuit that alleges that Livingston Memorial VNA Health Corp., Livingston Memorial Visiting Nurse Association and/or Livingston Caregivers (“Livingston”) was negligent and breached contractual and statutory duties in connection with a Data Security Incident that Livingston disclosed in January 2023. Livingston contests these claims and denies that it did anything wrong. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement at www.LivingstonSettlement.com. You may also contact the Settlement Administrator at 1-888-801-2192.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive a Claimant Award and/or the Identity Theft Protection Package benefit from this Settlement is by submitting a timely and valid Claim Form. The Claim Form must be submitted no later than May 3, 2024 .	May 3, 2024
Opt Out of the Settlement	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.	May 3, 2024
Object to the Settlement and/or Attend a Hearing	If you do not opt out of the Settlement, you may object to it by writing to the Court explaining why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	May 3, 2024
Do Nothing	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not receive a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

What Is This Lawsuit About?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

This lawsuit began when Plaintiff Veronica Hubbard filed a class action complaint against Livingston. In the lawsuit, Plaintiff alleged that Livingston was negligent and violated contractual and statutory duties when a third party obtained unauthorized access to its servers and networks. Livingston denies any liability or wrongdoing of any kind associated with the claims in this lawsuit.

This is just a summary of the allegations. The complaint in the lawsuit is posted at www.LivingstonSettlement.com and contains all of the allegations.

Why Is There a Settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require Livingston to pay money to the Settlement Class, and pay settlement administration costs, attorneys' fees and costs of Class Counsel, and a Service Payment to the Class Representatives, as may be approved by the Court. The settlement is not an admission of wrongdoing by Livingston and does not imply that there has been, or would be, any finding that Livingston violated the law.

Am I a Class Member?

The Settlement Class is defined as all individuals within the State of California that received notice from Livingston Memorial VNA Health Corporation, Livingston Memorial Visiting Nurse Association and/or Livingston Caregivers of a Data Breach occurring between February 6, 2022, and February 11, 2022.

Who Represents Me?

The Court has appointed as Class Counsel:

Laura Van Note COLE & VAN NOTE 555 12 TH Street, Suite 2100 Oakland, CA 94607

Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What Are the Settlement Benefits?

Livingston has agreed to establish a Settlement Fund, by depositing with the Settlement Administrator \$675,000.00 in cash.

The Settlement Fund will be used to pay attorneys' fees and costs, a Service Payment for the Class Representative and Settlement administration costs. After deducting amounts for attorneys' fees and costs, a Service Payment for the Class Representative, and Settlement administration costs, the remaining amount ("**Net Settlement Amount**") will be used to pay timely valid claims.

A Settlement Class Member who timely submits a valid and approved Claim Form shall be entitled to a

Claimant Award: estimated to be approximately **\$444.44** and/or one year of free identity-theft protection by Experian in addition to the cash payment.

After payment of the above awards, if any money remains from the Net Settlement Amount, that money will be donated to an appropriate charity.

How Do I Get a Payment?

You must submit a completed Claim Form no later than **May 3, 2024**. You may submit a Claim Form online at www.LivingstonSettlement.com.

How Do I Exclude Myself from the Settlement?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue Livingston at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before **May 3, 2024**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement “I request that I be excluded from the Settlement Class in the case of Veronica Hubbard v. Livingston Memorial VNA Health Corp., Livingston Memorial Visiting Nurse Association, Livingston Caregivers and Does 1 through 100.”
- Be signed by you; and
- Be mailed to the Settlement Administrator, Hubbard v. Livingston Memorial, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 postmarked on or before **May 3, 2024**.

How Do I Object to the Settlement?

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

If you are a member of the Settlement Class and you do not exclude yourself from the Settlement, you can object to the Settlement. To do so, you must file your written objection with the Court no later than **May 3, 2024**, and mail a copy to Class Counsel and Livingston’s Counsel at the addresses listed below. Your written objection may include any supporting documentation you wish the Court to consider.

If your objection is submitted and overruled by the Court at the Final Approval hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and Livingston’s Counsel are as follows:

<p>CLASS COUNSEL: Laura Van Note COLE & VAN NOTE 555 12TH Street, Suite 2100 Oakland, CA 94607</p>	<p>LIVINGSTON’S COUNSEL: James W. Davidson O’HAGAN MEYER 1 E. Waker Drive, Suite 3400 Chicago, IL 60601</p>
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What Is the Difference Between Objecting and Asking to be Excluded?

Objecting means telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

What Am I Agreeing to by Remaining in the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Livingston or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

“**Released Claims**” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of, or relating to, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act in connection with the data security incident, and including all claims that were brought or could have been brought in the Action, belonging to any and all Settlement Class members, including but not limited to any state law or common law claims that they may have or had, such as under California’s Customer Records Act, California Civil Code section 1798.80, et seq. and/or California’s Consumer Privacy Act, California Civil Code section 1798.100, et seq. Each party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

“**Released Parties**” means Livingston and its past, present, and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors and trustees.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **June 20, 2024, at 8:20 a.m.** At that hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested attorneys’ fees and expenses, Service Payment for the Class Representatives, and settlement administration costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.LivingstonSettlement.com and the Court’s docket for updates.

How Do I Get More Information?

For more information, go to www.LivingstonSettlement.com, or call the Settlement Administrator at 1-888-801-2192.

You may also write to the Settlement Administrator via mail to Hubbard v. Livingston Memorial, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or via email LivingstonSettlement@cptgroup.com.