

1 TINA WOLFSON (SBN 174806)
twolfson@ahdootwolfson.com
2 ROBERT AHDOOT (SBN 172098)
rahdoot@ahdootwolfson.com
3 ANDREW W. FERICH (*pro hac vice*)
aferich@ahdootwolfson.com
4 **AHDOOT & WOLFSON, PC**
5 2600 W. Olive Avenue, Suite 500
Burbank, CA 91505-4521
6 Tel: 310.474.9111; Fax: 310.474.8585

LAURENCE D. KING (SBN 206423)
lking@kaplanfox.com
MATTHEW B. GEORGE (SBN 239322)
mgeorge@kaplanfox.com
KAPLAN FOX & KILSHEIMER LLP
1999 Harrison Street, Suite 1560
Oakland, CA 94612
Tel: 415.772.4700; Fax: 415.772.4707

7 TIMOTHY G. BLOOD (SBN 149343)
tblood@bholaw.com
8 PAULA R. BROWN (SBN 254142)
pbrown@bholaw.com
9 JENNIFER L. MACPHERSON (SBN 202021)
jmacpherson@bholaw.com
10 **BLOOD HURST & O'REARDON, LLP**
11 501 West Broadway, Suite 1490
San Diego, CA 92101
12 Tel: 619.338.1100; Fax: 619.338.1101

13 [additional counsel appear on signature page]

14 *Class Counsel for Plaintiffs and the Class*

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN JOSE DIVISION**

18 JOHN HARBOUR, TAMI WISNESKY,
19 JOWELI VUNISA, and J. DOE, individually
and on behalf of all others similarly situated,

20 Plaintiffs,

21 v.

22 CALIFORNIA HEALTH & WELLNESS PLAN,
HEALTH NET OF CALIFORNIA, INC.,
23 HEALTH NET LIFE INSURANCE COMPANY,
CENTENE CORPORATION, HEALTH NET
24 COMMUNITY SOLUTIONS, INC., HEALTH
25 NET, LLC and ACCELLION, INC.,

26 Defendants.

Case No. 5:21-cv-03322-EJD

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

DATE: January 11, 2024
TIME: 9:00 A.M.
JUDGE: Hon. Edward J. Davila
CTRM: 4, 5th Floor

[Filed concurrently with the Declarations of
Cameron R. Azari, Esq. and Tina Wolfson]

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 11, 2024, at 9:00 a.m., in Courtroom 4 of the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, 95113, the Honorable Edward J. Davila presiding, Plaintiffs John Harbour, Tami Wisnesky, Joweli Vunisa, and J. Doe (collectively, “Plaintiffs”), will and hereby do move for an Order for Final Approval of Class Action Settlement.

This motion is based upon this Notice of Motion and Motion; the Memorandum of Points and Authorities; the concurrently filed Declarations of Cameron R. Azari, Esq. and Tina Wolfson; the Class Action Settlement and Release previously filed with the Court (ECF No. 53), and all papers filed in support thereof; the argument of counsel; all papers and records on file in this matter; and such other matters as the Court may consider.

DATED: December 21, 2023

Respectfully submitted,

By: /s/ Tina Wolfson
TINA WOLFSON (SBN 174806)
twolfson@ahdootwolfson.com
ROBERT AHDOOT (SBN 172098)
rahdoot@ahdootwolfson.com
AHDOOT & WOLFSON, PC
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505-4521
Telephone: 310.474.9111
Facsimile: 310.474.8585

ANDREW W. FERICH (*pro hac vice*)
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: 310.474.9111
Facsimile: 310.474.8585

TIMOTHY G. BLOOD (SBN 149343)
tblood@bholaw.com
PAULA R. BROWN (SBN 254142)
pbrown@bholaw.com
JENNIFER L. MACPHERSON (SBN 202021)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

jmacpherson@bholaw.com
BLOOD HURST & O'REARDON, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Telephone: 619.338.1100
Facsimile: 619.338.1101

LAURENCE D. KING (SBN 206423)
lking@kaplanfox.com
MATTHEW B. GEORGE (SBN 239322)
mgeorge@kaplanfox.com
KAPLAN FOX & KILSHEIMER LLP
1999 Harrison Street, Suite 1560
Oakland, CA 94612
Telephone: 415.772.4700
Facsimile: 415.772.4707

Class Counsel for Plaintiffs and the Class

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	<u>Page</u>
I. INTRODUCTION	1
II. STATEMENT OF THE ISSUES TO BE DECIDED	2
III. BACKGROUND	2
A. The Health Net FTA Data Breach and Subsequent Litigation	2
B. Mediation and Settlement Negotiations	3
C. Information Learned Prior to Mediation and Through Confirmatory Discovery	4
D. Preliminary Settlement Approval and Dissemination of Notice	5
E. Class Response	6
IV. THE SETTLEMENT	6
A. The Settlement Class	6
B. The Release	6
C. The Settlement Benefits	7
1. Credit Monitoring and Insurance Services	7
2. Documented Loss Payments	7
3. Cash Fund Payments	7
4. Prospective Relief and Changes in Business Practices Attributable to the Settlement	8
5. The Settlement’s Value to Class Members	8
V. ARGUMENT	8
A. Legal Standards for Final Approval	8
B. The Court Should Certify the Class	9
C. The Court Should Grant Final Approval of the Settlement	10
1. The Proposed Settlement Provides a Substantial Recovery, Taking into Account the Costs and Benefits of Continued Litigation	11
2. The Extent of Discovery Completed and the Stage of the Proceedings	14
3. The Proposed Settlement is the Product of Arm’s-Length Negotiations and is Supported by Experienced Counsel	15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. The Proposed Method of Distribution Is Highly Effective 16

5. The Proposed Attorney Fee Award is Reasonable 17

6. The Presence of a Governmental Participant 17

7. The Reaction of Class Members to the Proposed Settlement..... 17

8. The Court-Approved Notice Plan Satisfies Due Process and Adequately
Provided Notice to Class Members 17

VI. CONCLUSION 19

TABLE OF AUTHORITIES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page(s)

Cases

Adoma v. Univ. of Phoenix Inc.,
913 F. Supp. 2d 964 (E.D. Cal. 2012) 8

Campbell v. Facebook, Inc.,
951 F.3d 1106 (9th Cir. 2020) 13

Churchill Vill., LLC v. Gen. Elec.,
361 F.3d 566 (9th Cir. 2004) 11, 17

Doe v. Health Net of California.,
No. 5:21-cv-02975-EJD (N.D. Cal. April 23, 2021) 2

G. F. v. Contra Costa Cnty.,
No. 13-cv-03667, 2015 WL 4606078 (N.D. Cal. July 30, 2015) 15

Hammond v. The Bank of N.Y. Mellon Corp.,
No. 08-cv-6060, 2010 WL 2643307 (S.D.N.Y. June 25, 2010) 12

Harbour et al. v. California Health & Wellness Plan et al.,
No. 5:21-cv-03322-EJD (N.D. Cal. May 4, 2021) 2, 6

In re Accellion, Inc. Data Breach Litigation,
No. 5:21-cv-01155-EJD (N.D. Cal.) 2

In re Banner Health Data Breach Litigation,
No. 2:16-cv-02696-PHX-SRB (D. Ariz. Dec. 5, 2019) 15

In re Bluetooth Headset Prods. Liab. Litigation,
654 F.3d 935 (9th Cir. 2011) 15

In re Equifax Inc. Customer Data Sec. Breach Litigation,
No. 1:17-MD-2800, 2020 WL 256132 (N.D. Ga. Mar. 17, 2020) 11

In re Fleet/Norstar Sec. Litigation,
935 F. Supp. 99 (D.R.I. 1996) 17

In re LinkedIn User Priv. Litigation,
309 F.R.D. 573 (N.D. Cal. 2015) 13

In re Online DVD-Rental Antitrust Litigation,
779 F.3d 934 (9th Cir. 2015) 10, 11

In re Premera Blue Cross Customer Data Sec. Breach Litigation,
No. 3:15-MD-2633, 2019 WL 3410382 (D. Or. July 29, 2019) 15

1 *In re Target Corp. Customer Data Sec. Breach Litigation,*
 MDL No. 14-2522, 2017 WL 2178306 (D. Minn. May 17, 2017) 13

2

3 *In re The Home Depot, Inc. Customer Data Sec. Breach Litigation,*
 No. 1:14-MD-02583, 2016 WL 6902351 (N.D. Ga. Aug. 23, 2016)..... 13

4 *In re Zoom Video Communications, Inc. Privacy Litigation,*
 No. 20-cv-02155 (N.D. Cal. April 21, 2022) 15

5

6 *Krottner v. Starbucks Corp.,*
 406 F.App’x 129 (9th Cir. 2010)..... 12

7

8 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.,*
 221 F.R.D. 523 (C.D. Cal. 2004)..... 17

9 *Noll v. eBay,*
 309 F.R.D. 593 (N.D. Cal. 2015) 10

10

11 *Pruchnicki v. Envision Healthcare Corp.,*
 845 F. App’x 613 (9th Cir. 2021)..... 12

12 *Rahman v. Marriott Int’l, Inc.,*
 No. SACV2000654, 2021 WL 346421 (C.D. Cal. Jan. 12, 2021) 13

13

14 *Regents of University of California v. Superior Court,*
 220 Cal. App. 4th 549 (2013)..... 12

15 *Sutter Health v. Superior Court,*
 227 Cal. App. 4th 1546 (2014)..... 12

16

17 *Vunisa v. Health Net,*
 No. 5:21-cv-03425-EJD (N.D. Cal. April 6, 2021) 2

18

19 *Wal-Mart Stores, Inc. v. Dukes,*
 564 U.S. 338 (2011) 9

20 *Wang v. Chinese Daily News, Inc.,*
 737 F.3d 538 (9th Cir. 2013) 9

21 **Statutes**

22 28 U.S.C. § 1715 17

23 Cal. Civ. Code § 1798.81.5(d)(1)(A) 12

24 Cal. Civ. Code § 1798.145(c)(1)(A)-(B) 13

25 Cal. Civ. Code § 1798.150(a)(1) 12

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Rules

Fed. R. Civ. P. 23 2, 10, 17

Fed. R. Civ. P. 23(a) 9

Fed. R. Civ. P. 23(a)(1) 9

Fed. R. Civ. P. 23(a)(2) 9

Fed. R. Civ. P. 23(a)(3) 9

Fed. R. Civ. P. 23(a)(4) 10

Fed. R. Civ. P. 23(b) 9

Fed. R. Civ. P. 23(b)(3) 9, 10, 17

Fed. R. Civ. P. 23(c)(2)(B) 18, 19

Fed. R. Civ. P. 23(e) 10, 16

Fed. R. Civ. P. 23(e)(1) 17

Fed. R. Civ. P. 23(e)(2) 2, 8

Fed. R. Civ. P. 23(e)(2)(C) 17

Fed. R. Civ. P. 23(e)(2)(C)(ii) 16

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Court should grant final approval to this Settlement because it is fair, reasonable, and adequate, as the Court found at the preliminary approval stage, and because the reaction of the class is overwhelmingly positive after robust notice.

The Settlement establishes a non-reversionary cash fund of \$10 million to pay for valid claims. Claimants may elect to receive: (1) three years of Credit Monitoring and Insurance Services (“CMIS”); (2) a payment for reimbursement of Documented Losses of up to \$10,000; or (3) a cash payment, calculated in accordance with the terms of the Settlement Agreement (with double the amount to California residents because of the statutory claims available to them). Based on current claims, the cash payments are estimated to be approximately \$243 for California Claimants and \$121 for all other Claimants. The Settlement also provides robust injunctive relief and data privacy enhancements, with annual compliance certification. It releases all class claims of the approximately 1,400,125 unique Class Members against the Health Net entities only, and not any claims against Accellion.

The Settlement Administrator, Epiq, disseminated class notice as ordered by the Court, successfully delivering notice to 90% of the Settlement Class. The deadline to request exclusion from, or object to, the Settlement was December 7, 2023. Out of approximately 1.4 million potential Class Members, only 28 Class Members opted out and there were no objections. The reaction from Class Members is resoundingly positive.

The deadline for Class Members to file a Claim Form is December 22, 2023. As of December 19, 2023, a total of 31,551 Claim Forms have been submitted. *See* concurrently filed Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Plan (“Azari Decl.”) ¶ 31. To maximize the Class Members’ participation, the parties agreed to authorize four reminder email notices, in addition to those contemplated by the initial notice program approved by the Court. The current claims represent a 2.3% claim rate.

If approved, the Settlement would deliver tangible and immediate benefits to the Class that address all the potential harms of the FTA Data Breach suffered by Class Members without protracted

1 litigation and the attendant risks of such litigation. It delivers a fair, reasonable, and adequate resolution
 2 for the Class, and merits final approval. Fed. R. Civ. P. 23(e)(2).

3 **II. STATEMENT OF THE ISSUES TO BE DECIDED**

4 Whether the Court should grant final approval of the Settlement under Fed. R. Civ. P. 23.

5 **III. BACKGROUND**

6 **A. The Health Net FTA Data Breach and Subsequent Litigation**

7 The Court is familiar with the details of the FTA Data Breach and the factual background of
 8 this litigation. *See* ECF No. 52, at 3:3-7:21; ECF No. 53. Following Health Net’s public confirmation
 9 that it was impacted by the FTA Data Breach, the Actions were filed. Specifically, on April 23, 2021,
 10 the action captioned as *Doe v. Health Net of California.*, No. 5:21-cv-02975-EJD (“*Doe*”) was filed.
 11 *Doe*, ECF No. 1. On May 4, 2021, this action, *Harbour*, was filed. *Harbour*, ECF No. 1. On May 7,
 12 2021, the action captioned as *Vunisa v. Health Net*, No. 5:21-cv-03425-EJD (“*Vunisa*”) was removed to
 13 this Court. *Vunisa*, ECF No. 1 (complaint filed April 6, 2021).

14 On November 23, 2021, Plaintiffs filed the operative FAC in this action.¹ ECF No. 40. On
 15 December 3, 2021, Plaintiffs filed a motion for preliminary approval, seeking the Court’s approval of a
 16 class action settlement that would resolve all claims against the Health Net Defendants relating to the
 17 FTA Data Breach that were brought in *Harbour*, and *Vunisa*, but not the claims in those cases brought
 18 against Accellion or any other defendants. *Id.* ECF Nos. 48, 49.

19 On March 14, 2022, the Court entered a consolidation order in *In re Accellion, Inc. Data Breach*
 20 *Litigation* (“*In re Accellion*”), No. 5:21-cv-01155-EJD, ECF No. 91, vacating the previously reserved
 21 April 14, 2022 hearing date for Plaintiffs’ motion for preliminary approval. Following briefing on and
 22 appointment of Interim Class Counsel, on May 17, 2023, Interim Class Counsel stipulated to this case
 23 being severed from the consolidated *In re Accellion* matter, and the Court entered an Order on June 15,
 24 2023 granting the severance stipulation. *In re Accellion*, ECF Nos. 157, 168.

25
 26 _____
 27 ¹ The FAC adds Plaintiffs Vunisa and J. Doe, who were plaintiffs in the separately filed class actions
 28 pending in this District, *Doe* and *Vunisa*. This proposed Settlement would also resolve all claims against
 Health Net alleged in *Vunisa* and *Doe*.

1 **B. Mediation and Settlement Negotiations**

2 After filing the Actions, counsel for the Parties began a dialogue about case management issues
3 and engaged in multiple meet-and-confer discussions. *See* concurrently filed Declaration of Tina
4 Wolfson (“Wolfson Decl.”) ¶ 15. Following successful meet and confer efforts, the Parties reached an
5 agreement to participate in mediation. *Id.* ¶¶ 15-17.

6 Prior to the mediation sessions with Judge Gandhi, the Parties exchanged information to prepare
7 for and facilitate a productive mediation session. *Id.* ¶ 18. The Parties communicated their respective
8 positions regarding this litigation with each other and with the mediator. *Id.* Plaintiffs received and
9 analyzed data from the Health Net Defendants relating to the impact of the FTA Data Breach on Health
10 Net, including specific information concerning the categories of individuals who received breach
11 notification letters from Health Net, the nature of the PII/PHI at issue, and the number of Class Members
12 impacted, and Health Net’s actions after it was notified of the breach. *Id.* This information allowed
13 Plaintiffs to evaluate the strengths and weaknesses of the case to thoughtfully negotiate. With Judge
14 Gandhi’s guidance, the Parties had two hard-fought, rigorous, and productive mediation sessions. *Id.* ¶¶
15 19-20. Between and following the two mediation sessions, the Parties continued to engage in extensive
16 settlement discussions and negotiations, both directly and through the mediator, regarding a myriad of
17 settlement points. *Id.* ¶¶ 20-22. This process included substantial confirmatory discovery. *Id.* ¶¶ 21, 26-
18 33; *see* ECF No. 52, at 6:6-7:21.

19 The Parties expended significant efforts in negotiating and ironing out the numerous details of
20 the Settlement. Wolfson Decl. ¶ 22. Class Counsel also solicited competing bids from separate third-
21 party administrators for settlement notice and administration. *Id.* ¶ 23. With each of the potential
22 settlement administrators, Class Counsel discussed the notice and distribution plans agreed to in the
23 Settlement. *Id.* Class Counsel ultimately negotiated an agreement with Epiq Class Action and Mass Tort
24 Solutions, LLC. *Id.*

25 Class Counsel crafted, negotiated, and meticulously refined the final Notice Plan and each
26 document comprising it (with the assistance of Epiq) to ensure that the information disseminated to
27 Class Members is clear and concise. *Id.* ¶ 24. At all times during settlement discussions, the negotiations
28

1 were at arm’s length. *Id.* Furthermore, it was always Class Counsel’s primary goal to achieve the
2 maximum relief possible for the Settlement Class. *Id.*

3 **C. Information Learned Prior to Mediation and Through Confirmatory Discovery**

4 The Parties engaged in detailed confirmatory discovery. Through this discovery, Plaintiffs were
5 able to obtain the details surrounding the breach and were informed by Health Net of the following facts,
6 among others, which confirm the fairness, reasonableness, and adequacy of the proposed Settlement.

7 Health Net contracted with Accellion to license the FTA. *Id.* ¶ 27. In 2015, Health Net required
8 Accellion to enter into a separate Business Associate Agreement (“BAA”) under which Accellion was
9 required to use strict safeguards to prevent unauthorized access to sensitive Health Net data, including
10 PII/PHI. *Id.* According to Health Net, they had no reason to believe the FTA product was not secure or
11 ill-suited for the purpose of providing secure file transfers, or that it was susceptible to a breach. *Id.*
12 Health Net confirmed that Accellion was still fully supporting the FTA as of January 20, 2021. *Id.*

13 On January 20, 2021, Accellion reported to Health Net’s parent company (and Defendant in
14 this action), Centene Corporation, that threat actors exploited two zero-day vulnerabilities in the FTA
15 platform, which potentially allowed access (without authorization) to data stored on the FTA systems of
16 certain Accellion clients. *Id.* ¶ 28. On January 22, 2021, Centene received a critical security alert from
17 Accellion advising it to shut down the FTA system, after which Centene permanently discontinued use
18 of FTA. *Id.*

19 On March 24, 2021, Centene and the other Health Net entities publicly announced the data
20 breach and began sending breach notification letters to impacted persons. *Id.* ¶ 29. In total, Health Net
21 confirmed that they identified and sent notices to 1,506,868 individuals whose PII/PHI was on the FTA
22 at the time of the FTA Data Breach. *Id.* Health Net has confirmed that the data on the FTA varies by
23 individual but included Social Security numbers for 231,265 of these persons. *Id.* Health Net also
24 confirmed that within California, they sent breach notices to 1,369,180 individuals. *Id.*

25 Health Net informs that Centene secured the services of IDX to provide credit monitoring
26 services, including fraud consultation, and identity theft restoration, to affected individuals at no cost
27 for one year, and that it provided this offering out of abundance of caution. *Id.* ¶ 30. Centene confirmed
28

1 that it has never received a ransom demand relating to the FTA breach, and that it has engaged multiple
2 third-party vendors to monitor the dark web and deep dark web for any sign of its members' data,
3 including on the site where the data of other Accellion clients was posted; however, these vendors have
4 found no evidence that any Health Net's member data was exposed as a result of the FTA breach. *Id.*

5 In response to the FTA Data Breach and in connection with the proposed Settlement, Health
6 Net has engaged in the following steps, among others, to strengthen the security of their systems, many
7 of which measures will continue for a period of five years following final approval of the Settlement:
8 termination of the use of Accellion's FTA platform and migrating to another cloud-based platform for
9 secure file sharing, which was completed on February 4, 2021; enhancing existing contracting and third-
10 party risk management processes; conducting annual reviews of third-party data transfer vendors'
11 products with respect to data security and privacy; undertaking measures to secure, or securely destroy
12 if and when it is no longer needed for legitimate business purposes, all information that was subject to
13 the FTA Data Breach; continued dark web monitoring; and annual certification of compliance with the
14 foregoing measures. *Id.* ¶ 31; *see also* SA § 4.

15 **D. Preliminary Settlement Approval and Dissemination of Notice**

16 On June 23, 2023, Plaintiffs re-filed their motion for preliminary approval on this docket. ECF
17 Nos. 52, 53. On August 24, 2023, the Court preliminarily approved the Settlement and ordered that the
18 Class be given Notice. *See* Prelim. App. Order ¶ 9.

19 After the Court preliminarily approved the Settlement, Class Counsel worked closely with the
20 Settlement Administrator to supervise dissemination of Notice to Class Members. Wolfson Decl. ¶ 34.
21 These efforts included reviewing and drafting the Settlement Website's language and format, the script
22 for the automated response to the toll-free number, and the language and format of the notice forms;
23 monitoring exclusion requests and for any objections; and ensuring prompt response to every Settlement
24 Class Member inquiry (whether by phone or e-mail) regarding the Settlement, among others. *Id.*

25 Epiq successfully disseminated notice to the Settlement Class in compliance with the Notice
26 Plan approved by the Court. As of December 19, 2023, an Email Notice or Postcard Notice was delivered
27
28

1 to 1,387,210 of the 1,400,125 unique,² identified potential Settlement Class Members. Azari Decl. ¶ 19.
 2 This means the individual notice efforts reached approximately 90% of the Settlement Class. *Id.*

3 To increase Settlement Class Member participation, Epiq sent four rounds of reminder notices
 4 at Class Counsel’s request via email to identified Settlement Class Members, including on November 1,
 5 17, 30, and December 11, 2023. *Id.* ¶¶ 20-21.

6 **E. Class Response**

7 The response to the Settlement has been overwhelmingly positive. The deadline for Class
 8 Members to opt-out or object to the Settlement passed on December 7, 2023. To date, no objections to
 9 the Settlement have been filed and only 28 Class Members requested to opt-out of the Settlement. *Id.* ¶
 10 29. Together, these individuals represent a miniscule percentage (less than 0.002% of the Class). By
 11 contrast, as of December 19, 2023, Epiq has received 31,551 Claim Forms, reflecting a claims rate of
 12 approximately 2.3%. *Id.* ¶ 31.

13 **IV. THE SETTLEMENT**

14 **A. The Settlement Class**

15 The preliminarily approved Settlement Class is defined as:

16 All residents of the United States who were notified by the Health Net Defendants that
 17 their PHI and PII may have been compromised as a result of the FTA Data Breach.
 18 Excluded from the Class are: (1) the Judges presiding over the Action, Class Counsel
 19 and members of their families; (2) the Health Net Defendants and Accellion, their
 20 subsidiaries, parent companies, successors, predecessors, and any entity in which the
 Health Net Defendants or Accellion or their parents have a controlling interest and
 their current or former officers, directors; (3) Persons who properly opt out; and (4)
 the successors or assigns of any such excluded Persons.

21 Prelim. App. Order ¶ 3; *see also* SA ¶ 1.46. This Settlement Class is identical to that averred in the FAC.
 22 *Harbour*, ECF No. 40 ¶ 80.

23 **B. The Release**

24 In exchange for the benefits provided under the Settlement Agreement, Class Members will
 25 release any claims against Health Net and their Released Parties only, related to or arising from the FTA

26 _____
 27 ² The original reported class population of 1,506,868 noted in the preliminary approval motion was
 28 reduced after analysis of unique class members and deduplication by the Settlement Administrator.

1 Data Breach. SA ¶ 3.5.1. The claims sought to be released by the Settlement are coextensive with the
2 claims in the operative FAC.

3 **C. The Settlement Benefits**

4 The Settlement provides for a \$10 million non-reversionary cash Settlement Fund (SA ¶ 3.6.1)
5 that will be used to provide Participating Class Members with one of the following Settlement Benefits:

6 **1. Credit Monitoring and Insurance Services**

7 Each Class Member who submits a claim may elect to receive three years of CMIS. SA
8 ¶ 4.2.1; ECF No. 52-1, Declaration of Tina Wolfson in Support of Preliminary Approval filed on June
9 23, 2023 (“Wolfson Prelim. Decl.”) ¶¶ 4, 22 & Ex. 1. If a Class Member chooses CMIS and already
10 maintains a subscription for a similar product, they will have the option to postpone the commencement
11 of the CMIS by 12 months for no additional charge. SA ¶ 4.2.1. The retail value of the CMIS is \$15 per
12 month (\$540 for the three-year term) per subscriber. *See* ECF No. 52-5, Declaration of Robert Siciliano
13 in Support of Preliminary Approval filed on June 23, 2023, ¶¶ 5-6.

14 **2. Documented Loss Payments**

15 In the alternative to the CMIS, Class Members may seek reimbursement of up to \$10,000 of
16 Documented Losses (“Documented Loss Payment”). To receive a Documented Loss Payment, a Class
17 Member must submit a valid Claim Form with attestation regarding the amount of the loss supported by
18 reasonable documentary proof. SA ¶ 4.2.3.

19 **3. Cash Fund Payments**

20 In the alternative to CMIS or a Documented Loss Payment, Participating Class Members may
21 submit a claim to receive a cash Settlement Payment (“Cash Fund Payment”). The amount of the Cash
22 Fund Payment will be calculated in accordance with the terms of the Settlement Agreement. *Id.* ¶¶ 4.2.2,
23 4.7. In view of the heightened protections afforded to California Class Members under the California
24 statutory claims asserted in this lawsuit (i.e., the CCPA), California Class Members who submit valid
25 claims for Cash Fund Payments will receive Settlement Payments that are twice the amount of
26 Settlement Payments made to non-California Class Members. SA ¶ 4.7.2.

27
28

1 In Plaintiffs' Memorandum of Points and Authorities in Support of Preliminary Approval (ECF
 2 No. 52 at 9, 16), Class Counsel estimated that California Claimants will receive approximately \$686 at
 3 1%, \$337 at 2%, and \$220 at 3%, and non-California Claimants will receive approximately \$343 at 1%,
 4 \$168 at 2%, and \$110 at 3%. *Id.* Based on the claims received to date, it is believed that the Cash Fund
 5 Payments will be approximately \$243 for California Claimants and \$121 for all other Claimants who
 6 make a claim for Cash Fund Payments. Wolfson Decl. ¶ 37.

7 **4. Prospective Relief and Changes in Business Practices Attributable to** 8 **the Settlement**

9 The Settlement also provides significant remedial measures regarding Health Net's data
 10 security practices that will be implemented for a period of five years, which will benefit the Class
 11 Members whether or not they submit a claim. *See* SA ¶¶ 4.1.1-4.1.4. Moreover, for five years after final
 12 approval of the Settlement, Health Net will continue to monitor the dark web for indications of
 13 fraudulent activity with respect to the potentially compromised data and notify Class Counsel of any
 14 detected indications of fraudulent activity with respect to Class Members' data. *Id.* ¶ 4.1.5. Health Net
 15 has also agreed to certify compliance annually with all injunctive and remedial relief measures provided
 16 for under the Settlement. *Id.* ¶ 4.1.6.

17 **5. The Settlement's Value to Class Members**

18 The value of the Settlement is significant. The cash fund value of the Settlement is \$10,000,000.
 19 *Id.* ¶¶ 1.50, 3.6. This does not include the value of the Settlement's prospective relief or the retail value
 20 of the CMIS.

21 **V. ARGUMENT**

22 **A. Legal Standards for Final Approval**

23 Final approval is a multi-step inquiry: first, the Court must certify the proposed settlement class;
 24 second, it must determine that the settlement proposal is "fair, reasonable, and adequate;" and third, it
 25 must assess whether notice has been provided in a manner consistent with Rule 23 and due process. Fed.
 26 R. Civ. P. 23(e)(2); *Adoma v. Univ. of Phoenix Inc.*, 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). These
 27
 28

1 procedures safeguard class members’ due process rights and enable the Court to fulfill its role as the
2 guardian of class interests. The Settlement satisfies each of these requirements.

3 **B. The Court Should Certify the Class**

4 Class certification under Rule 23 is a two-step process. First, the plaintiff must demonstrate that
5 numerosity, commonality, typicality, and adequacy are met. Fed. R. Civ P. 23(a). “Class certification is
6 proper only if the trial court has concluded, after a ‘rigorous analysis,’ that Rule 23(a) has been
7 satisfied.” *Wang v. Chinese Daily News, Inc.*, 737 F.3d 538, 542 (9th Cir. 2013) (quoting *Wal-Mart*
8 *Stores, Inc. v. Dukes*, 564 U.S. 338, 351 (2011)). A plaintiff must then establish that one of the bases for
9 certification in Rule 23(b) is met. Here, Plaintiffs must demonstrate that “questions of law or fact
10 common to Class Members predominate over any questions affecting only individual members, and . .
11 . [that] a class action is superior to other available methods for fairly and efficiently adjudicating the
12 controversy.” Fed. R. Civ. P. 23(b)(3).

13 On August 24, 2023, the Court preliminarily approved the following Class definition:

14 All residents of the United States who were notified by the Health Net Defendants
15 that their PHI and PII may have been compromised as a result of the FTA Data
16 Breach. Excluded from the Settlement Class are: (1) the Judges presiding over the
17 Action and members of their families; (2) the Health Net Defendants and Accellion,
18 their subsidiaries, parent companies, successors, predecessors, and any entity in
19 which the Health Net Defendants or Accellion or their parents, have a controlling
interest, and their current or former officers and directors; (3) Persons who properly
execute and submit a Request for Exclusion prior to the expiration of the Opt-Out
Period; and (4) the successors or assigns of any such excluded Persons.

20 Prelim. App. Order ¶ 3.

21 Nothing has occurred that would change the Court’s previous determination that Plaintiffs have
22 satisfied the Rule 23 requirements. First, pursuant to Rule 23(a)(1), numerosity is satisfied as the Class
23 consists of approximately 1.4 million Class Members. Wolfson Decl. ¶ 2; Azari Decl. ¶ 12. Pursuant to
24 Rule 23(a)(2), there are questions of law or fact common to the Class, including: the nature of Health
25 Net’s data security practices, whether Health Net knew or should have known that Accellion’s FTA was
26 unsecure, whether Health Net owed duties of care to Class Members to safeguard their PII/PHI, and
27 whether Health Net breached those duties, among others. Rule 23(a)(3) requires that “the claims or
28

1 defenses of the representative parties are typical of the claims or defenses of the class.” Here, the claims
2 of the named Plaintiffs are typical of the claims of the Settlement Class. Plaintiffs are all individuals
3 who were notified by Health Net that their PII/PHI was impacted because of the breach; the Class
4 Members are also individuals who were notified that their PII/PHI was impacted by the breach.
5 Plaintiffs’ and Class Members’ claims arise from the same nucleus of facts relating to the FTA Data
6 Breach, pertain to common defendants, and are based on the same legal theories. Finally, under Rule
7 23(a)(4), Plaintiffs and their counsel do not have any conflicts of interest with other Class Members and
8 have demonstrated their commitment to prosecute the action vigorously on behalf of the Class.

9 The requirements under Rule 23(b) are also satisfied. Plaintiffs seek certification under Rule
10 23(b)(3), which provides that a class action can be maintained where: (1) the questions of law and fact
11 common to members of the class predominate over any questions affecting only individuals; and (2) the
12 class action mechanism is superior to the other available methods for the fair and efficient adjudication
13 of the controversy. *Noll v. eBay*, 309 F.R.D. 593, 604 (N.D. Cal. 2015). Here, Plaintiffs’ claims depend
14 on whether Health Net had reasonable data security measures in place to protect Plaintiffs’ and Class
15 Members’ PII/PHI, and whether Health Net could have prevented unauthorized exposure or compromise
16 of Plaintiffs’ PII/PHI or mitigated its effects with more adequate third-party risk management practices.
17 These questions can be resolved using the same evidence for all Class Members, including Health Net’s
18 internal documents, testimony of its employees, and expert analysis. In addition, the class action
19 mechanism is superior for resolving this matter given the very large size of the proposed Class weighed
20 against the expense and burden of individual actions. Because Plaintiffs satisfy the Rule 23
21 requirements, the Court should grant final certification of the Class.

22 **C. The Court Should Grant Final Approval of the Settlement**

23 Rule 23(e) requires the district court to determine whether a proposed settlement is “fair,
24 reasonable, and adequate.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).
25 To assess the fairness of a class settlement, Ninth Circuit courts consider a number of factors, including:
26 (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of future
27 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in
28

1 settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience
 2 and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class
 3 members to the proposed settlement. *Id.* at 944 (citing *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566,
 4 575 (9th Cir. 2004)).

5 **1. The Proposed Settlement Provides a Substantial Recovery, Taking**
 6 **into Account the Costs and Benefits of Continued Litigation**

7 While Plaintiffs believe that they would succeed in litigation and be able to recover damages
 8 on behalf of the Class, the risks presented by continued litigation were apparent.

9 The Health Net Defendants have steadfastly denied Plaintiffs' allegations of wrongdoing, and
 10 in continued litigation (and but for the Settlement), Health Net would have vigorously defended against
 11 Plaintiffs' claims. Health Net responded to Plaintiffs' CCPA demand letter that it did not violate the
 12 CCPA or had cured any violation of the statute. Wolfson Decl. ¶¶ 12-13. Health Net also sent notice to
 13 impacted individuals, offered one year of credit monitoring and ID theft insurance, and hired multiple
 14 third-party vendors to monitor dark web and deep dark web activity for signs of fraud relating to its
 15 customers' PII/PHI. ECF No. 52, at 7:4-11. Critically, as part of the confirmatory discovery process
 16 and during settlement negotiations, the Health Net Defendants confirmed that none of the impacted
 17 Settlement Class Members' PII/PHI was published or offered for sale on the dark web, and that Health
 18 Net never received a ransom demand relating to the FTA Data Breach. *Id.*; Wolfson Decl. ¶ 30.

19 These considerations, and others, made continued litigation risky. Data breach cases are, by
 20 nature, especially risky and expensive. Such cases also are innately complex. *See, e.g., In re Equifax*
 21 *Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga.
 22 Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions). This
 23 case is no exception. It involves approximately 1.4 million Class Members, complicated and technical
 24 facts, well-funded defendants, and numerous contested issues on class certification and substantive
 25 defenses. There are numerous substantial hurdles that Plaintiffs would have had to overcome before the
 26 Court might find a trial appropriate.

1 First, given the early stage of the litigation, the legal sufficiency of Plaintiffs' pleading has not
2 been tested by a motion to dismiss, including Article III standing. Establishing a cognizable injury tied
3 to Health Net's conduct (as opposed to, for instance, another data breach or some other cause) can
4 present challenges. *See, e.g., Krottner v. Starbucks Corp.*, 406 F.App'x 129 (9th Cir. 2010) (holding
5 that, although plaintiffs established injury-in-fact for standing purposes, they failed to allege cognizable
6 damages in a data breach case); *Pruchnicki v. Envision Healthcare Corp.*, 845 F. App'x 613, 614 (9th
7 Cir. 2021) (affirming dismissal of data breach class action for failure to allege cognizable damages).

8 Data breach cases, particularly, face substantial hurdles in surviving past the pleading stage.
9 *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060, 2010 WL 2643307, at *1
10 (S.D.N.Y. June 25, 2010) (collecting cases). Were litigation to proceed, there would be numerous expert
11 reports and costly depositions, which would present significant expenses. As in any data breach class
12 action, establishing causation and damages on a class-wide basis is largely uncharted territory and full
13 of uncertainty.

14 The California statutory claims also face risk of dismissal on the pleadings or an unfavorable
15 disposition at summary judgment. For example, California courts have ruled that under the CMIA, a
16 plaintiff may not recover damages due to mere theft of medical information; rather, plaintiffs must allege
17 that an unauthorized person actually viewed the confidential information. *Sutter Health v. Superior Ct.*,
18 227 Cal. App. 4th 1546, 1550 (2014); *see also Regents of University of California v. Superior Court*,
19 220 Cal. App. 4th 549 (2013).

20 The CCPA is relatively new and untested and presents claims that also bear significant risks.
21 For example, the CCPA's private cause of action provision, Cal. Civ. Code § 1798.150(a)(1), states that
22 liability may be found only where the unauthorized disclosure of protected information occurs "as a
23 result of the business's violation of the duty to implement and maintain reasonable security procedures
24 and practices. . . ." *Id.* Health Net would likely dispute that it violated any duty and would seek to place
25 the blame on Accellion. Health Net may also raise challenges to the CCPA claim on standing grounds
26 for Class Members. *See* Cal. Civ. Code § 1798.150(a)(1) (providing for private cause of action only for
27 individuals who had information under § 1798.81.5(d)(1)(A) impacted in combination with their name);

1 *see also Rahman v. Marriott Int'l, Inc.*, No. SACV2000654, 2021 WL 346421, at *3 (C.D. Cal. Jan. 12,
2 2021) (dismissing CCPA claim for lack of standing where plaintiff's more sensitive information, such
3 as SSN or passports, was not stolen). Health Net further would dispute standing and injury under the
4 CCPA based upon its claimed cure of the alleged violations.

5 Finally, the CCPA explicitly exempts "medical information" and "providers of health care" that
6 are otherwise covered by the CMIA. *See* Cal. Civ. Code § 1798.145(c)(1)(A)-(B). Health Net responded
7 to Plaintiffs' CCPA letter by denying the applicability of the CCPA, and if litigation were to continue,
8 Health Net would likely argue that individuals whose medical, health, or pharmacy information was
9 exposed in the FTA Data Breach cannot recover under the CCPA, and that those individuals can only
10 seek recovery under the CMIA.

11 The \$10 million non-reversionary Settlement Fund is an excellent result that avoids the
12 uncertainty and the risk of nonpayment presented by continued litigation. With the Settlement Fund, all
13 Class Members will be eligible for a Settlement Payment in the form of distribution for CMIS, a
14 Documented Loss Payment, or a Cash Fund Payment. SA ¶ 4.2. Based on the size of the breach and per-
15 capita figures, the Settlement presents a robust relief package and valuable outcome for the Class that is
16 comparable to or better than other recent data breach class action settlements. *See, e.g., In re The Home*
17 *Depot, Inc. Customer Data Sec. Breach Litig.*, No. 1:14-MD-02583, 2016 WL 6902351, at *7 (N.D. Ga.
18 Aug. 23, 2016) and ECF No. 181-2 ¶¶ 22, 38 (\$13 million settlement for approximately 40 million class
19 members); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 14-2522, 2017 WL 2178306,
20 at *1-2 (D. Minn. May 17, 2017) (\$10 million dollar settlement for nearly 100 million class members);
21 *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015) (settlement fund of \$1.25 million
22 for claims related to approximately 6.4 million LinkedIn users' stolen account passwords). Furthermore,
23 Plaintiffs successfully obtained substantive and meaningful injunctive relief as part of this Settlement.
24 *See, e.g., Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1114 (9th Cir. 2020) (inclusion of "enhanced
25 disclosures and practices changes" in settlement agreement).

26 The Settlement is a prudent course in view of these high risks. Given that all Class Members
27 will be eligible to elect CMIS or cash payments, the Settlement provides benefits that address all
28

1 potential harms of a data breach without the substantial risk of continued litigation, which includes the
2 risk of dismissal or judgement against Plaintiffs. Further, the overwhelmingly positive response from
3 the Class, discussed *supra*, confirms that the Settlements is fair, reasonable, and adequate.

4 **2. The Extent of Discovery Completed and the Stage of the Proceedings**

5 Plaintiffs have vigorously developed the facts and legal claims in this case. Plaintiffs and Class
6 Counsel have stayed abreast of all material developments involving the FTA Data Breach, and its impact
7 on Health Net. Wolfson Decl. ¶ 14. Class Counsel gathered the press releases and statements concerning
8 the breach, reviewed the information Health Net provided on its website about the breach (*see, e.g.*,
9 https://www.healthnet.com/content/healthnet/en_us/news-center/news-releases/cyber-accellion.html
10 (last visited Oct. 20, 2023)); reviewed Health Net's data breach notification letters; reviewed and
11 analyzed the detailed FTA Data Breach forensic report issued by Accellion's investigator Mandiant;
12 reviewed numerous news stories and other publicly-available sources of information relating to the
13 breach, including its impact on the Health Net Defendants and their customers; interviewed numerous
14 members affected by the breach; and kept abreast of developments as they occurred, including news of
15 additional FTA Customers being impacted by the breach. Wolfson Decl. ¶ 14.

16 The Parties engaged in informal discovery to confirm the Settlement as fair, reasonable, and
17 adequate. As part of the negotiations and Settlement, the Parties engaged in confirmatory discovery to
18 not only verify the relevant facts, but also the fairness of the Settlement. *Id.* ¶¶ 18, 20-21, 26-33.
19 Plaintiffs received and analyzed data from the Health Net Defendants relating to the impact of the FTA
20 Data Breach on Health Net, including specific information concerning the categories of individuals who
21 received breach notification letters from Health Net, the nature of the PII/PHI at issue, and the number
22 of Class Members impacted, and Health Net's actions after it was notified of the breach. *Id.* ¶ 18.

23 Class Counsel's knowledge of facts of this case and of the practice area more broadly informed
24 Plaintiffs' clear view of the strengths and weaknesses of the case, the decision to twice go to mediation,
25 and the decision to recommend that the Court grant approval to the Settlement. *Id.* ¶ 32.

**3. The Proposed Settlement is the Product of Arm’s-Length Negotiations
and is Supported by Experienced Counsel**

The Court must also be satisfied that “the settlement is not the product of collusion among the negotiating parties.” *In re Bluetooth Headset*, 654 F.3d 935, 946-47 (9th Cir. 2011).

Plaintiffs achieved the Settlement in contested litigation and through arm’s-length negotiations that involved two mediation sessions before a highly respected mediator. Specifically, Plaintiffs undertook substantial investigation of the underlying facts, causes of action, and potential defenses. Wolfson Decl. ¶¶ 4, 11, 14. In addition, the Parties engaged in extensive arm’s length negotiations, including two mediation sessions before a mutually agreed upon mediator, the Hon. Jay C. Gandhi (Ret.) on July 19, 2021 and September 27, 2021. *Id.* ¶¶ 17-24.

Judge Gandhi, a highly respected and experienced mediator, has extensive experience in class action litigation, including multiple data breach cases where a settlement was reached and subsequently approved.³ His involvement here further confirms the absence of collusion. *G. F. v. Contra Costa Cnty.*, No. 13-cv-03667, 2015 WL 4606078, at *13 (N.D. Cal. July 30, 2015) (“[T]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”) (internal quotation marks and citation omitted).

Bluetooth identified three “signs” of possible collusion: (1) “when counsel receive[s] a disproportionate distribution of the settlement”; (2) “when the parties negotiate a ‘clear sailing arrangement,’” under which the defendant agrees not to challenge a request for an agreed-upon attorney’s fee; and (3) when the agreement contains a “kicker” or “reverter” clause that returns unawarded fees to the defendant, rather than the class. *Bluetooth*, 654 F.3d at 947.

None of the *Bluetooth* signs are present here. There is no “clear sailing provision” and Class Counsel is not seeking fees in excess of the 25% Settlement Fund benchmark set by *Bluetooth*. *Id.* at

³ See, e.g., *In re Premera Blue Cross Customer Data Sec. Breach Litig.*, No. 3:15-MD-2633, 2019 WL 3410382, at *1 (D. Or. July 29, 2019); *In re Banner Health Data Breach Litig.*, No. 2:16-cv-02696-PHX-SRB (D. Ariz. Dec. 5, 2019), ECF No. 170, at 6 (mediation with Judge Gandhi); *In re Zoom Video Communications, Inc. Privacy Litig.*, No. 20-cv-02155 (N.D. Cal. Apr. 21, 2022) (granting final approval of settlement reached after numerous mediations and extensive negotiations “facilitated by the Honorable Jay C. Gandhi (Ret.) . . . a respected mediator with significant class-action and data-privacy experience.”).

1 942. There is no reversion of the Settlement Fund, but rather the Settlement makes every effort to
2 distribute any Residual to the Class. *See, e.g.*, SA ¶¶ 3.7, 4.9. Any Fee Award and Costs awarded will
3 be paid from this non-reversionary Settlement Fund, such that there was every incentive to secure the
4 largest Settlement Fund possible.

5 There is no indication of collusion or fraud in the settlement negotiations and the Settlement
6 that is being presented to the Court and none exists.

7 Class Counsel are experienced litigators who have successfully prosecuted and resolved
8 numerous large consumer class actions and other complex matters, including other data breach cases.
9 *See* previously filed Declarations of Tina Wolfson (ECF No. 57-1) ¶¶ 44-59 & Ex. 1, Timothy Blood
10 (ECF No. 57-2) ¶¶ 26-32 & Ex. 1, and Matthew George (ECF No. 57-3) ¶¶ 13-15 & Ex. 1. Class Counsel
11 fully endorse the Settlement as fair, reasonable, and adequate to the Settlement Class, and do so without
12 reservation. Wolfson Decl. ¶ 40.

13 **4. The Proposed Method of Distribution Is Highly Effective**

14 Rule 23(e)(2)(C)(ii) requires consideration of “the effectiveness of any proposed method of
15 distributing relief to the class, including the method of processing class-member claims.” Fed. R. Civ.
16 P. 23(e). “Often it will be important for the court to scrutinize the method of claims processing to ensure
17 that it facilitates filing legitimate claims. A claims processing method should deter or defeat unjustified
18 claims, but the court should be alert to whether the claims process is unduly demanding.” *Id.*, Advisory
19 Comm. Note to 2018 amendment.

20 To file a claim, Class Members need only complete a Claim Form and select a form of relief.
21 For Class Members electing a Documented Loss Payment they must submit the Claim Form along with
22 documents supporting their claimed losses. SA ¶ 5.1.1. Claim Forms may be submitted electronically or
23 in hard copy. *Id.* All Claim Forms are being processed by Epiq, an experienced and nationally recognized
24 class action administration firm. *Id.* ¶¶ 5.1.2. Epiq has assigned specific case numbers to Class Members.
25 Azari Decl. ¶ 30. The methods of distributing relief to Class Members – both through digital and physical
26 check avenues – are reasonable. *Id.*

1 under the circumstances, including individual notice to all members who can be identified through
2 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The Rule provides, “notice may be by one or more of
3 the following: United States mail, electronic means, or other appropriate means.” *Id.*

4 Epiq has carried out a thorough individual notice campaign. As of December 19, 2023, an Email
5 Notice or Postcard Notice was delivered to 1,387,210 of the 1,400,125 unique, identified potential
6 Settlement Class Members. Azari Decl. ¶ 19.

7 Epiq sent 1,575,691 Email Notices to 699,028 identified Settlement Class Members for whom
8 a valid email address was available (some Settlement Class Members had more than one email address).
9 *Id.* ¶¶ 12-13. After completion of the Email Notice efforts, 638,223 Email Notices were undeliverable.
10 *Id.* ¶ 14. Epiq then sent 701,097 Postcard Notices to identified Settlement Class Members for whom an
11 associated physical mailing address was available who were not sent an Email Notice. *Id.* ¶ 15. The
12 Postcard Notices were sent via USPS first-class mail. *Id.* Subsequently, Epiq sent 120,430 Postcard
13 Notices to identified Settlement Class Members for whom an associated physical mailing address was
14 available, and an Email Notice was sent, but undeliverable after multiple attempts. *Id.*

15 Class Members were given the option to have a Claim Package (Long Form Notice and Claim
16 Form) mailed to them by requesting them via the toll-free telephone number or by other means. *Id.* ¶ 18.
17 As of December 19, 2023, Epiq had mailed 2,940 Claim Forms and Long Form Notices because of those
18 requests. *Id.* For Postcard Notices that were returned undeliverable, Epiq re-mails the Postcard Notices
19 to any new address available through USPS information and to addresses Epiq obtains from a third-
20 party address lookup service. *Id.* ¶ 17. As of December 19, 2023, Epiq had re-mailed 9,634 Postcard
21 Notices. *Id.* Epiq has sent four rounds of Email Reminder Notices to all Class Members who have not
22 submitted a valid Claim Form. *Id.* ¶¶ 20-21. The cost of the numerous Email Reminder Notices exceeded
23 what was initially anticipated in the notice estimates, but these efforts were initiated at the suggestion of
24 Class Counsel to bolster Class Member participation in the Settlement. Wolfson Decl. ¶ 35.

25 In addition to individual notice, Epiq also carried out a robust Internet Digital Notice Campaign.
26 The program includes targeted Digital Notice advertising on a selected advertising network and social
27 media, which are targeted to Class Members. Azari Decl. ¶ 22. As of December 18, 2023, the Digital
28

1 Notices generated at least 8,209,458 impressions through the Google Display Network, Facebook and
2 Instagram. Azari Decl. ¶¶ 23–24. The Digital Notice program will continue to run through December
3 20, 2023. *Id.* ¶ 24.

4 As of December 19, 2023, Epiq has received 31,551 Claim Forms. *Id.* ¶ 31. This means that
5 claims have been submitted by nearly 2.3% of the Class Members. This outcome comports with the 1%-
6 3% range that Plaintiffs’ counsel anticipated based on the claims rates in other data breach settlements.
7 *See* Memo ISO of Mot. for Prelim. Approval, ECF No. 52 at 27–28; ECF No. 52-1, Wolfson Prelim.
8 Decl. ¶¶ 4, 24-25.

9 The proposed Notice Plan represents the best notice practicable. It was reviewed and analyzed
10 to ensure it meets the requisite due process requirements. Azari Decl. ¶ 34. Copies of all the notice
11 documents are attached as exhibits to the Azari Declaration; they are clear and concise, and directly
12 apprise Class Members of all the information they need to know to make a claim, opt out, or object. Fed.
13 R. Civ. P. 23(c)(2)(B); *see* Azari Decl. ¶ 32. The Notice Plan is consistent with, and exceeds, other
14 similar court-approved notice plans, the requirements of Fed. Civ. P. 23(c)(2)(B), and the Federal
15 Judicial Center (“FJC”) guidelines for adequate notice.

16 As there is no alternative method of notice that would be practicable here or more likely to notify
17 Class Members, the Notice Plan constitutes the best practicable notice to Class Members and complies
18 with the requirements of Due Process.

19 **VI. CONCLUSION**

20 For all the foregoing reasons, Plaintiffs respectfully request that this Motion be granted.

21
22 Dated: December 21, 2023

Respectfully submitted,

23 /s/ Tina Wolfson
24 TINA WOLFSON (SBN 174806)
25 twolfson@ahdootwolfson.com
26 ROBERT AHDOOT (SBN 172098)
27 rahdoot@ahdootwolfson.com
28 **AHDOOT & WOLFSON, PC**
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505-4521
Telephone: 310.474.9111

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Facsimile: 310.474.8585

ANDREW W. FERICH (*pro hac vice*)
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: 310.474.9111
Facsimile: 310.474.8585

TIMOTHY G. BLOOD (SBN 149343)
tblood@bholaw.com
PAULA R. BROWN (SBN 254142)
pbrown@bholaw.com
JENNIFER L. MACPHERSON (SBN 202021)
jmacpherson@bholaw.com
BLOOD HURST & O'REARDON, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Telephone: 619.338.1100
Facsimile: 619.338.1101

LAURENCE D. KING (SBN 206423)
lking@kaplanfox.com
MATTHEW B. GEORGE (SBN 239322)
mgeorge@kaplanfox.com
KAPLAN FOX & KILSHEIMER LLP
1999 Harrison Street, Suite 1560
Oakland, CA 94612
Telephone: 415.772.4700
Facsimile: 415.772.4707

Class Counsel for Plaintiffs and the Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2023, I caused to be filed the foregoing document. This document is being filed electronically using the Court’s electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: December 21, 2023

/s/ Tina Wolfson
Tina Wolfson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JOHN HARBOUR, TAMI WISNESKY, J.
DOE, and JOWELI VUNISA, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIFORNIA HEALTH & WELLNESS
PLAN, HEALTH NET OF CALIFORNIA,
INC., HEALTH NET LIFE INSURANCE
COMPANY, HEALTH NET COMMUNITY
SOLUTIONS, INC., HEALTH NET, LLC,
CENTENE CORPORATION, and
ACCELLION, INC.,

Defendants.

Case No. 5:21-cv-03322-EJD

Hon. Edward J. Davila

**DECLARATION OF CAMERON R.
AZARI, ESQ., REGARDING
IMPLEMENTATION AND ADEQUACY
OF NOTICE PLAN**

1 I, Cameron R. Azari, Esq., hereby declare and state as follows:

2 1. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc.
3 (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that
4 specializes in designing, developing, analyzing and implementing large-scale legal notification
5 plans. Hilsoft is a business unit of Epiq.

6 2. I am a nationally recognized expert in the field of legal notice, and I have served as
7 an expert in hundreds of federal and state cases involving class action notice plans.

8 3. I have personal knowledge of the matters stated herein and, if called upon, I could
9 and would competently testify thereto.

10 4. This declaration describes the implementation of the Settlement Notice Program
11 (“Notice Program” or “Notice Plan”) and notice (the “Notice” or “Notices”) for the class action
12 *Harbour, et al. v. California Health & Wellness, et al.*, Case No. 5:21-cv-03322-EJD (N.D. Cal.).
13 I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Settlement Notice*
14 *Program* (“Notice Plan Declaration”) on June 20, 2023, which described the Notice Program,
15 detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae*. I also
16 provided my educational and professional experience relating to class actions and my ability to
17 render opinions on overall adequacy of notice plans.

18 5. Data for virtually all members of the Settlement Class was available, and individual
19 notice was emailed or mailed to the Settlement Class thereby, effectively reaching the vast majority
20 of the Settlement Class with notice.

21 6. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims*
22 *Process Checklist and Complaint Language Guide* (the “FJC Checklist”) considers 70-95% reach
23 among class members to be a “high percentage” and reasonable. The Notice Program’s individual
24 notice efforts reached approximately 90% of the identified Settlement Class Members, thereby
25 fulfilling the FJC guidelines as well as due process requirements.

26 7. I confirm that all required information was plainly available to members of the
27 Settlement Class in the Long Form Notice, Summary Notice, and Claim Form.

1 **CAFA NOTICE**

2 8. On July 3, 2023, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”) as required
3 by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice
4 was sent via United States Postal Service (“USPS”) Certified Mail to 55 officials, which included
5 the Attorneys General of 49 states, the District of Columbia, and the United States Territories. Per
6 the direction of the Office of the Nevada Attorney General, the CAFA Notice was sent to the
7 Nevada Attorney General electronically via email. The CAFA Notice was also sent via United
8 Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA
9 Notice mailing are provided in the Declaration of Kyle S. Bingham on Implementation of CAFA
10 Notice, dated July 3, 2023, which is included as **Attachment 1**.

11 **NOTICE PLAN SUMMARY**

12 9. On August 24, 2023, the Court approved the Notice Plan and appointed Epiq as the
13 Settlement Administrator in the *Order Granting Preliminary Approval of Class Action Settlement*
14 (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court certified the
15 following “Settlement Class” defined as:

16 [A]ll residents of the United States who were notified by the Health Net
17 Defendants that their PHI and PII may have been compromised as a result
18 of the FTA Data Breach.

19 Excluded from the Settlement Class are: (1) the Judges presiding over the
20 Action and members of their families; (2) the Health Net Defendants and
21 Accellion, their subsidiaries, parent companies, successors, predecessors,
22 and any entity in which the Health Net Defendants or Accellion or their
23 parents, have a controlling interest, and their current or former officers and
24 directors; (3) Persons who properly execute and submit a Request for
25 Exclusion prior to the expiration of the Opt-Out Period; and (4) the
26 successors or assigns of any such excluded Persons.

27 10. After the Court’s Preliminary Approval Order was entered, Epiq began to
28 implement the Notice Plan. This declaration details the notice activities undertaken to date and
explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement
Class Members. This declaration also discusses the administration activity to date.

Individual Notice – Mail and Email

1
2 11. On August 28, 2023, Epiq received four data files with 1,407,567 records for
3 identified Settlement Class Members which included last known name, email (if available), and
4 mailing address (“Settlement Class List”). All records in the Settlement Class List without an email
5 address were sent by Epiq to Transunion to perform “reverse lookups” to identify whether an
6 available associated email address existed for each mailing address. Epiq deduplicated and rolled-
7 up the records and loaded the unique, identified Settlement Class Member records into its database.

8 12. These efforts resulted in 1,400,125 unique, identified Settlement Class Member
9 records. Individual notice in the form of a Summary Notice was sent via email (Email Notice) to
10 699,028 identified Settlement Class Member records and a Summary Notice was mailed via USPS
11 first class mail (Postcard Notice) to 701,097 identified Settlement Class Members with an
12 undeliverable email address or to whom an email address was not provided or could not be
13 determined. All Email and Postcard Notices included a unique identifying number for each
14 identified member of the Settlement Class to allow for more secure online claim processing and
15 the efficient processing of returned paper Claim Forms.

16 13. On September 19, 2023, Epiq sent 1,575,691 Email Notices to 699,028 identified
17 Settlement Class Members for whom a valid email address was available (some Settlement Class
18 Members had more than one email address). The following industry standard best practices were
19 followed for the email notice efforts. The Email Notice was drafted in such a way that the subject
20 line, the sender, and the body of the message would overcome SPAM filters and ensure readership
21 to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html
22 text format. This format provided easy to read text without graphics, tables, images, attachments,
23 and other elements that would have increased the likelihood that the message would have been
24 blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices were sent
25 from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk”
26 email blasts. Each Email Notice was transmitted with a digital signature to the header and content
27 of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices
28

1 were from authorized mail servers. Each Email Notice was also transmitted with a unique message
2 identifier. The Email Notice included an embedded link to the Settlement Website. By clicking the
3 link, recipients were able to access the Long Form Notice, Settlement Agreement, and other
4 information about the Settlement. The Email Notice is included as **Attachment 2**.

5 14. If the receiving email server could not deliver the message, a “bounce code” was
6 returned along with the unique message identifier. For any Email Notice for which a bounce code
7 was received indicating that the message was undeliverable for reasons such as an inactive or
8 disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two
9 additional attempts were made to deliver the Notice by email. After completion of the Email Notice
10 efforts, 638,223 emails were not deliverable.

11 15. Between September 19, 2023, and September 22, 2023, Epiq sent 701,097 Postcard
12 Notices to identified Settlement Class Members for whom an associated physical mailing address
13 was available who were not sent an Email Notice. The Postcard Notices were sent via USPS first-
14 class mail. Subsequently, on October 23, 2023, Epiq sent 120,430 Postcard Notices to identified
15 Settlement Class Members for whom an associated physical mailing address was available, and an
16 Email Notice was sent, but undeliverable after multiple attempts. The Postcard Notice clearly and
17 concisely described the Settlement and the legal rights of the Settlement Class Members and
18 directed Settlement Class Members to the Settlement Website for additional information. The
19 Postcard Notice is included as **Attachment 3**.

20 16. Prior to sending the Postcard Notices, all mailing addresses were checked against
21 the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address
22 information was up-to-date and accurately formatted for mailing.¹ In addition, the addresses were
23 certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code

24 _____
25 ¹ The NCOA database is maintained by the USPS and consists of approximately 160 million
26 permanent change-of-address (COA) records consisting of names and addresses of individuals,
27 families, and businesses who have filed a change-of-address with the Postal Service™. The
28 address information is maintained on the database for 48 months and reduces undeliverable mail
by providing the most current address information, including standardized and delivery-point-
coded addresses, for matches made to the NCOA file for individual, family, and business moves.

1 and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses.
2 This address updating process is standard for the industry and for the majority of promotional
3 mailings that occur today.

4 17. The return address on the Postcard Notices is a post office box that Epiq maintains
5 for this case. The USPS automatically forwarded Postcard Notices with an available forwarding
6 address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable
7 were re-mailed to any new address available through USPS information, (for example, to the
8 address provided by the USPS on returned mail pieces for which the automatic forwarding order
9 had expired but was still within the time period in which the USPS returned the piece with the
10 address indicated). As of December 19, 2023, Epiq has remailed 9,6,34 Postcard Notices.

11 18. Additionally, a Claim Package (Long Form Notice and Claim Form) was mailed to
12 all persons who requested one via the toll-free telephone number or other means. As of December
13 19, 2023, Epiq has mailed 2,940 Claim Forms and Long Form Notices as a result of such requests.
14 The Long Form Notice is included as **Attachment 4**. The Claim Form is included as **Attachment**
15 **5**.

16 *Notice Results*

17 19. As of December 19, 2023, an Email Notice or Postcard Notice was delivered to
18 1,387,210 of the 1,400,125 unique, identified potential Settlement Class Members. This means the
19 individual notice efforts reached approximately 90% of the identified Settlement Class Members.

20 *Email Reminder Notice*

21 20. To stimulate claim filing, Epiq has sent several rounds of reminder notice via email
22 to identified Settlement Class Members with an email address that was previously deliverable,
23 who have not yet filed a Claim Form or submitted a request for exclusion as follows:

- 24 • On November 1, 2023, Epiq sent 935,252 Reminder Email Notices;
- 25 • On November 17, 2023, Epiq sent 935,252 Reminder Email Notices;
- 26 • On November 30, 2023, Epiq sent 912,368 Reminder Email Notices; and
- 27 • On December 11, 2023, Epiq sent 899,111 Reminder Email Notices.

21. The Reminder Notices contain a summary of the Settlement and a link to the Settlement Website. The Reminder Email Notice is included as **Attachment 6**.

Internet Digital Notice Campaign

22. The Notice Plan included targeted Digital Notice advertising on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories. The Digital Notices were targeted to a select audience, and included a List Activation campaign, which matched the mailing and email addresses for Settlement Class Members, and then served Digital Notices directly to those individuals. The Digital Notices are also placed on the social media sites *Facebook* and *Instagram*.

23. The digital notice and social media program is still ongoing. Details regarding the target audiences, distribution, and specific ad size of the Digital Notices and the number of delivered impressions through December 18, 2023, are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	List Activation: 1.5 million records	728x90, 300x250, 300x600 & 970x250	3,678,901
<i>Facebook</i>	List Activation: 1.5 million records	Newsfeed & Right Hand Column	2,935,232
<i>Instagram</i>	List Activation: 1.5 million records	Newsfeed	1,595,325
TOTAL			8,209,458

24. As of December 18, 2023, for the List Activation Digital Notice efforts, the addresses matched to 1,174,545 Settlement Class Members and 8,209,458 Digital Notice impressions were delivered to 990,412 of these matched individuals. The Digital Notices are running from September 22, 2023, through December 20, 2023.² Clicking on the Digital Notices

² The third-party ad management platform, ClickCease, is used to audit Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (e.g., ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

1 links the readers to the Settlement Website, where the readers could easily obtain detailed
2 information about the case. Examples of the Digital Notices are included as **Attachment 7**.

3 *Settlement Website*

4 25. On September 18, 2023, Epiq established a dedicated Settlement Website with an
5 easy to remember domain name (www.HNFTADataBreachSettlement.com). The Settlement
6 Website address was prominently displayed in the Notices and all internet advertisements link
7 directly to the Settlement Website. Relevant documents, including the Long Form Notice (in
8 English and Spanish), the Claim Form, the Settlement Agreement, the Preliminary Approval Order
9 entered by the Court, the operative Complaint, Motion for Preliminary Approval, and Motion for
10 Attorney Fees were posted on the Settlement Website, so members of the Settlement Class could
11 review and download the documents. The Settlement Website also provides the ability to file an
12 online Claim Form and a Request of Exclusion, and includes relevant dates, answers to Frequently
13 Asked Questions (“FAQs”), instructions for how members of the Settlement Class may opt-out
14 (request exclusion) from or object to the Settlement Agreement, contact information for the
15 Settlement Administrator, and other case-related information. As of December 19, 2023, there
16 have been 65,830 unique visitor sessions to the Settlement Website, and 238,132 web pages have
17 been presented. The Long Form Notice in Spanish is included as **Attachment 8**.

18 *Toll-Free Telephone Number*

19 26. On September 18, 2023, Epiq established a toll-free telephone number (1-855-604-
20 1678) to allow Settlement Class Members to call for additional information, listen to answers to
21 FAQs, and to request that a Claim Package be mailed to them. This automated telephone system
22 is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently
23 displayed in all notice documents. As of December 19, 2023, the toll-free number has handled
24 12,648 calls to the toll-free telephone number representing 33,757 minutes of use.

25 *Notice Content*

26 27. The Notices (including the Claim Form) were designed to be “noticed,” reviewed,
27 and—by presenting the information in plain language—understood by the Settlement Class. The
28

1 design of the Notices followed the principles embodied in the Federal Judicial Center’s illustrative
2 “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices
3 that we have written and designed in a similar fashion. The Notices contained substantial, albeit
4 easy-to-read, summaries of all of the key information about the rights and options of the members
5 of the Settlement Class. Consistent with our normal practice, all notice documents underwent a
6 final edit prior to actual mailing and publication for grammatical errors and accuracy.

7 28. The Long Form Notice provided substantial information to members of the
8 Settlement Class. The Long Form Notice included (i) details regarding the ability for members of
9 the Settlement Class to request exclusion from, opt-out, object to, or otherwise comment on the
10 Settlement Agreement, (ii) instructions on how to submit a Claim Form, (iii) the deadline to submit
11 a Claim Form, and (iv) the date, time, and location of the Fairness Hearing, among other
12 information.

13 *Requests for Exclusion and Objections*

14 29. The deadline to request exclusion from the Settlement or to object to the Settlement
15 was December 7, 2023. As of December 19, 2023, Epiq has received 28 requests for exclusion.
16 The Exclusion Report is included as **Attachment 9**. As of December 19, 2023, I am not aware of
17 any objections to the Settlement.

18 *Claim Submissions and Distribution Options*

19 30. The Settlement provides members of the Settlement Class the option of filing a
20 Claim for Cash Fund Payments, or Credit Monitoring and Insurance Services, or Documented Loss
21 Payments for reimbursement of Documented Losses. The Summary Notices contained a detailed
22 summary of the relevant information about the Settlement, including a link to the Settlement
23 Website where members of the Settlement Class can file a Claim for a Cash Fund Payment, or
24 Credit Monitoring and Insurance Services, or a Documented Loss Payment for reimbursement of
25 Documented Losses. The Email Notice linked directly to the claim filing portal on the Settlement
26 Website, where members of the Settlement Class can file an online claim for any one of the three
27 benefits offered under the Settlement. Under any method of filing a Claim, members of the
28

1 Settlement Class were given the option of receiving a digital payment or a traditional paper check.

2 31. The deadline for Settlement Class Members to file a Claim Form is December 22,
3 2023. As of December 19, 2023, Epiq has received 31,551 Claim Forms (825 paper and 30,726
4 online). As standard practice, Epiq is in the process of conducting a complete review and audit of
5 all claims received. There is a likelihood that after detailed review, the total number of Claim
6 Forms received will change due to duplicate and denied Claim Forms.

7 **CONCLUSION**

8 32. The above-described Notice Plan was designed to reach the vast majority of the
9 Settlement Class and provide them with information necessary to understand their rights and
10 options. The Notice Plan included individual notice via email and mail to identified Settlement
11 Class Members. With the address updating protocols that were used, the Notice Plan’s individual
12 notice efforts reached approximately 90% of the identified Settlement Class Members. The reach
13 was further enhanced by a digital notice campaign and a Settlement Website.

14 33. In my opinion, the above-described Notice Plan was consistent with other effective
15 class action notice plans.

16 34. It is my opinion, based on my expertise and experience and that of my team, that
17 this method of focused notice dissemination provided effective notice in this Action, provided the
18 best notice practicable, adhered to Fed. R. Civ. P. 23, followed the guidance set forth in the Manual
19 for Complex Litigation 4th Ed. and FJC guidance, and exceeded the requirements of due process,
20 including its “desire to actually inform” requirement.

21 I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th
22 day of December, 2023.

23
24 
25 _____
26 Cameron R. Azari, Esq.

Attachment 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JOHN HARBOUR, TAMI WISNESKY, J.
DOE, and JOWELI VUNISA, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIFORNIA HEALTH & WELLNESS,
HEALTH NET OF CALIFORNIA, INC.,
HEALTH NET LIFE INSURANCE
COMPANY, HEALTH NET
COMMUNITY SOLUTIONS, INC.,
HEALTH NET, LLC, CENTENE
CORPORATION, and ACCELLION, INC.,

Defendants.

Case No. 5:21-cv-03322-EJD

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 400 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services,

receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant(s) Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation., 57 federal and state officials (Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).¹

7. On July 3, 2023, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Certified Mail to 55 officials (the Attorneys General of 49 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail, Email, and UPS) is included as **Attachment 1**.

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- Vunisa Class Action Complaint (April 6, 2021);
- Harbour Class Action Complaint (filed May 4, 2021); and
- Harbour First Amended Class Action Complaint (filed November 23, 2021).

b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

- Claim Form (*Exhibit A to the Class Action Settlement Agreement and Release*);
- Long Form Notice (*Exhibit D to the Class Action Settlement Agreement and Release*); and
- Summary Notice (*Exhibit F to the Class Action Settlement Agreement and Release*).

c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Plaintiffs John Harbour, Tami Wisnesky, Joweli Vunisa, and J. Doe’s Notice of Motion and Motion for Preliminary Approval of Class Action Settlement with Health Net; Memorandum of Points and Authorities;
- Declaration of Tina Wolfson in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Matthew B. George in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Timothy G. Blood in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement with Health Net;

- Declaration of Cameron R. Azari, Esq., Regarding Settlement Notice Program;
- Declaration of Robert Siciliano in Support of Motion for Preliminary Approval of Class Action Settlement;
- Class Action Settlement Agreement and Release;
 - [Proposed] Order Granting Final Approval of Settlement (*Exhibit B to the Class Action Settlement Agreement and Release*);
 - [Proposed] Judgment (*Exhibit C to the Class Action Settlement Agreement and Release*); and
 - [Proposed] Order Granting Preliminary Approval of Class Action Settlement (*Exhibit E to the Class Action Settlement Agreement and Release*).

- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Location Report of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 3, 2023.


KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galileo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Genther Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrisey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernandez	PO Box 9020192		San Juan	PR	00902
Department of Justice	Ariel K Smith	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

Email

Company	Contact Format	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

July 3, 2023

VIA UPS OR USPS CERTIFIED MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation, relating to the proposed settlement of a class action lawsuit.

- **Case:** *Harbour et al. v. California Health & Wellness Plan et al.*, Case No. 5:21-cv-03322-EJD.
- **Court:** United States District Court for the Northern District of California.
- **Defendants:** Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
 1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - a. Vunisa Class Action Complaint (April 6, 2021);
 - b. Harbour Class Action Complaint (filed May 4, 2021); and
 - c. Harbour First Amended Class Action Complaint (filed November 23, 2021).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a preliminary approval hearing for August 24, 2023 at 9:00 a.m.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Forms of Notice.
 - a. Claim Form (*Exhibit A to the Class Action Settlement Agreement and Release*);
 - b. Long Form Notice (*Exhibit D to the Class Action Settlement Agreement and Release*); and
 - c. Summary Notice (*Exhibit F to the Class Action Settlement Agreement and Release*).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- Plaintiffs John Harbour, Tami Wisnesky, Joweli Vunisa, and J. Doe's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement with Health Net; Memorandum of Points and Authorities;
 - Declaration of Tina Wolfson in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Matthew B. George in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Timothy G. Blood in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement with Health Net;
 - Declaration of Cameron R. Azari, Esq., Regarding Settlement Notice Program;
 - Declaration of Robert Siciliano in Support of Motion for Preliminary Approval of Class Action Settlement;
 - Class Action Settlement Agreement and Release;
 - [Proposed] Order Granting Final Approval of Settlement (*Exhibit B to the Class Action Settlement Agreement and Release*);
 - [Proposed] Judgment (*Exhibit C to the Class Action Settlement Agreement and Release*); and
 - [Proposed] Order Granting Preliminary Approval of Class Action Settlement (*Exhibit E to the Class Action Settlement Agreement and Release*).
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
 6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
 7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** Class Member Geographic Location Report.
 8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

Legal Notice of Class Action Settlement

Health Net FTA Data Breach Settlement Administrator

<noreply@hnftadatabreachsettlement.com>

To: [REDACTED]

[Click here](#) to view this message in a browser window.

Name: [REDACTED]

Uniqueld: [REDACTED]

PIN: [REDACTED]

You Can Get a Cash Payment or Credit Monitoring and Insurance Services to Protect Your Information That May Have Been Exposed in the HEALTH NET FTA DATA BREACH.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Para una notificación en Español, llamar 855-604-1678 o visitar nuestro sitio web www.HNFTADataBreachSettlement.com.

Click [here](#) to file a claim by December 22, 2023.

A proposed Settlement has been reached with Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation (collectively, “Health Net Defendants”) relating to a data breach that the Health Net Defendants announced on March 24, 2021, whereby on or around January 20–22, 2021, an unauthorized user may have accessed certain Health Net Defendants’ members’ information on the FTA platform, including addresses, dates of birth, Social Security numbers, insurance identification numbers, and health information (the “FTA Data Breach”). This was the result of a data breach involving the Health Net Defendants’ file transfer vendor, Accellion. Plaintiffs claim that the Health Net Defendants did not adequately protect their personal information. The Health Net Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who Is Included? Records indicate you are included in this Settlement as one of the Health Net Defendants’ members who was notified that their personal information was compromised as a result of the FTA Data Breach.

What Does the Settlement Provide? The Settlement establishes a \$10 million Settlement Fund to be used to pay for costs of notice and administration; attorneys’ fees and expenses; Service Payments to the Class Representatives; and to provide Credit Monitoring and Insurance Services, Documented Loss Payments for reimbursement of Documented Losses, or Cash Fund Payments to valid claimants. Also, the Health Net Defendants have agreed to undertake certain remedial measures and enhanced data security measures. Payments to valid claimants will be made from the Fund in the following order:

Credit Monitoring and Insurance Services – three years of Credit Monitoring and Insurance Services.

Documented Loss Payments – reimbursement for certain Documented Losses, i.e., money spent or lost, as a result of the FTA Data Breach (up to \$10,000), not otherwise reimbursable by insurance.

Cash Fund Payments – you may submit a Cash Fund Payment claim for a cash payment, in an amount to be determined consistent with the Settlement, if you do not make a claim for a Documented Loss Payment or Credit Monitoring. An estimated range for the Cash Fund Payment is \$220–\$686 for California Class Members who submit valid Claims and is \$110–

\$343 for all other Class Members who submit valid claims, but this is just an estimate, not a guarantee.

All payments may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

How to Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **December 22, 2023**, including required documentation. You can file your claim online at www.HNFTADataBreachSettlement.com. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 7, 2023**. If you do not exclude yourself, you will release any claims you may have against the Health Net Defendants or related parties about the FTA Data Breach, as more fully described in the Settlement Agreement, available at the www.HNFTADataBreachSettlement.com. If you do not exclude yourself, you may object to the Settlement by **December 7, 2023**.

The Final Fairness Hearing. The Court has scheduled a hearing in this case (*Harbour, et al. v. California Health & Wellness Plan, et al.*, U.S.D.C. Case No. 5:21-cv-03322) for **January 11, 2024**, to consider whether to approve the Settlement, Service Payments, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.HNFTADataBreachSettlement.com, by writing to Health Net FTA Data Breach Settlement Administrator at PO Box 5983, Portland, OR 97228-5983, or by calling toll free 855-604-1678.

AJ259_v02

Copyright © 2023 Health Net FTA Data Breach Settlement
Our address is PO Box 5983, Portland, OR 97228-5983

If you do not wish to receive future email, [click here](#).
(You can also send your request to **Customer Care** at the street address above.)

Attachment 3

*Harbort et al. v. California
Health & Wellness Plan et al.*
P.O. Box 5983
Portland, OR 97228-5983

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

Unique ID: [REDACTED]

PIN [REDACTED]

Court-Approved Legal Notice

Case No. 5:21-cv-03322-EJD (N.D. Cal.)

**You can get a cash payment or credit
monitoring and insurance services to protect
your information that may have been exposed
in the Health Net FTA Data Breach.**

*A federal court has authorized this Notice.
This is not a solicitation from a lawyer.*

*Para una notificación en Español, llamar
855-604-1678 o visitar nuestro sitio web
HNFTADataBreachSettlement.com.*

More Information. Complete information
about your rights and options, as well as
the Claim Form, the Long Form Notice,
and Settlement Agreement are available at
HNFTADataBreachSettlement.com, or by
calling toll free 855-604-1678.

A proposed Settlement has been reached with Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centex Corporation (collectively, “Health Net Defendants”) relating to a data breach that the Health Net Defendants announced on March 24, 2021, whereby on or around January 20-22, 2021, an unauthorized user may have accessed certain Health Net Defendants’ members’ information on the FTA platform, including addresses, dates of birth, Social Security numbers, insurance identification numbers, and health information (the “FTA Data Breach”). This was the result of a data breach involving the Health Net Defendants’ file transfer vendor, Accellion. Plaintiffs claim that the Health Net Defendants did not adequately protect their personal information. The Health Net Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is Included? Records indicate you are included in this Settlement as one of the Health Net Defendants’ members who was notified that their personal information was compromised as a result of the FTA Data Breach.

What Does the Settlement Provide? The Settlement establishes a \$10 million Settlement Fund to be used to pay for costs of notice and administration; attorneys’ fees and expenses; Service Payments to the Class Representatives; and to provide Credit Monitoring and Insurance Services, Documented Loss Payments for reimbursement of Documented Losses, or Cash Fund Payments to valid claimants. The Health Net Defendants have agreed to undertake certain remedial measures and enhanced data security measures. Payments to valid claimants will be made from the Fund in the following order:

Credit Monitoring and Insurance Services – three years of Credit Monitoring and Insurance Services.

Documented Loss Payments – reimbursement for certain Documented Losses, i.e., money spent or lost as a result of the FTA Data Breach (up to \$10,000) not otherwise reimbursable by insurance.

Cash Fund Payments – You may submit a Cash Fund Payment claim for a cash payment, in an amount to be determined consistent with the Settlement, if you do not make a claim for a Documented Loss Payment or Credit Monitoring. An estimated range for the Cash Fund Payment is \$220-\$686 for California Class Members who submit valid Claims, and is \$110-\$343 for all other Class Members who submit valid claims, but this is just an estimate, not a guarantee.

All payments may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **December 22, 2023**, including required documentation. You can file your claim online at HNFTADataBreachSettlement.com. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **December 7, 2023**. If you do not exclude yourself, you will release any claims you may have against the Health Net Defendants or related parties about the FTA Data Breach, as more fully described in the Settlement Agreement, available at the settlement website. If you do not exclude yourself, you may object to the Settlement by **December 7, 2023**.

The Final Fairness Hearing. The Court has scheduled a hearing in this case (*Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Case No. 5:21-cv-03322-EJD) for **January 11, 2024**, to consider: whether to approve the Settlement, Service Payments, attorneys’ fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

Attachment 4

Harbour et al. v. California Health & Wellness Plan et al.,
Case No. 5:21-cv-03322-EJD (U.S. District Court for the Northern District of California)

Notice of Health Net FTA Data Breach Class Action Settlement

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

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

Para una notificación en Español, llamar 855-604-1678 o visitar nuestro sitio web www.HNFTADataBreachSettlement.com.

- A Settlement has been proposed in a class action lawsuit against Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation (collectively, “Health Net Defendants”), relating to a data breach that Health Net Defendants announced on March 24, 2021, whereby on or around January 20-22, 2021, an unauthorized user may have accessed certain Health Net Defendants’ members’ information on the FTA platform, including addresses, dates of birth, Social Security numbers, insurance identification numbers, and health information (the “FTA Data Breach”). The FTA Data Breach was part of the breach involving Accellion, Inc.’s (“Accellion”) file transfer product called the File Transfer Appliance (FTA).
- **If you received a notice from the Health Net Defendants that your personal information was compromised as a result of the FTA Data Breach, you are included in this Settlement as a member of the Settlement Class.**
- **Under the Settlement, the Health Net Defendants have agreed to establish a \$10 million Settlement Fund to: (1) pay for three years of credit monitoring and insurance services (“Credit Monitoring and Insurance Services”); or (2) provide cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”); or (3) provide cash payments to Class Members (“Cash Fund Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees and expenses, and Service Payments for named Plaintiffs. In addition, the Health Net Defendants have agreed to undertake certain remedial measures and enhanced security measures that they will continue to implement.**
- 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: DECEMBER 22, 2023	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, a Documented Loss Payment, or a Cash Fund Payment. If you submit a Claim Form, you will give up the right to sue the Health Net Defendants and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DECEMBER 7, 2023	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Health Net Defendants, 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: DECEMBER 7, 2023	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. If you object, you may also file a Claim Form to receive Settlement benefits, but you will give up the right to sue the Health Net Defendants in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL FAIRNESS” HEARING DATE: JANUARY 11, 2024	You may 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 monetary Settlement benefits and you will give up your rights to sue the Health Net Defendants and certain related parties for the claims this Settlement resolves.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.

- 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. 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 of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Edward J. Davila of the United States District Court for the Northern District of California is overseeing this class action. The case is known as *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Case No. 5:21-cv-03322-EJD (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued that are parties to this Settlement, Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, Centene Corporation, and Accellion, Inc., are called the “Defendants.” Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation are called the “Health Net Defendants.”

2. What is this lawsuit about?

On or about March 24, 2021, the Health Net Defendants announced that in January 2021, an unauthorized user accessed information relating to certain Health Net Defendants’ members, including addresses, dates of birth, Social Security numbers, insurance identification numbers, and health information in a data breach involving the Health Net Defendants’ file transfer software vendor, Accellion. Specifically, the breach exploited vulnerabilities in Accellion’s file transfer product called the FTA, which allowed third parties to then access information about certain customers and current and former employees of the Health Net Defendants.

The Plaintiffs claim that the Health Net Defendants failed to adequately protect their personal information and that the Plaintiffs were injured as a result. The Health Net Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. The Health Net Defendants deny these and all other claims made in the Action. By entering into the Settlement, the Health Net Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a 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 John Harbour, Tami Wisnesky, J. Doe, and Joweli Vunisa.

4. Why is there a Settlement?

The Class Representatives and the Health Net Defendants do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or the Health Net Defendants. Instead, the Class Representatives and the Health Net Defendants have agreed to settle the Action. The Class Representatives 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 Health Net Defendants.

Who is Included in the Settlement

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

If you received 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 you received a notice from the Health Net Defendants that your personal information was compromised as a result of the FTA Data Breach.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the Judges presiding over the Action and members of their families; (2) the Health Net Defendants and Accellion, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Health Net Defendants or Accellion or their parents, have a controlling interest, and their current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

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.HNFTADataBreachSettlement.com, or call the Settlement Administrator's toll-free number at 855-604-1678.

The Settlement Benefits—What you Get if You Qualify

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one of the following benefits:

- Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement; or
- Three years of Credit Monitoring and Insurance Services; or
- Cash Payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”).

In addition, the Health Net Defendants have agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Number 12 carefully for additional information regarding the order in which benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three benefit options is the best option for you.

9. Credit Monitoring and Insurance Services.

In the alternative to a Cash Fund Payment, you may elect Credit Monitoring and Insurance Services. Credit Monitoring and Insurance Services provide a way 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. The Credit Monitoring and Insurance Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services offered by the Health Net Defendants in response to the FTA Data Breach to individuals who received a notice letter from the Health Net Defendants. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you did not sign up for the previous services.

Credit Monitoring and Insurance Services include: (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) three bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile. The estimated retail value of the Credit Monitoring and Insurance Services product is \$540.

To receive Credit Monitoring and Insurance Services, you must submit a completed Claim Form electing to receive Credit Monitoring and Insurance Services.

10. Documented Loss Payment.

In alternative to a Cash Fund Payment or Credit Monitoring and Insurance Services, you may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the FTA Data Breach, and was not reimbursable by insurance, or you spent money to protect yourself from future harm because of the FTA Data Breach, you may make a claim for a Documented Loss Payment for reimbursement of up to \$10,000 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after January 20, 2021, that were related to identity theft and fraud and are more likely than not a result of the FTA Data Breach, as well as any expenses related to the FTA Data Breach. Examples include credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service 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, costs to replace a driver's license, state identification card, Social Security number, professional services, and out-of-pocket expenses

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the FTA Data Breach that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to fraudulent credit or debit card transactions will be carefully reviewed by the Settlement Administrator.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

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

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered a claim for a Cash Fund Payment.

11. Cash Fund Payment.

You may file a claim to receive a cash payment. This is the “Cash Fund Payment.” The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$220-\$686 for California Class Members who submit valid Claims, and is \$110-\$343 for all other Class Members who submit valid claims, but this is just an estimate, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment.

You are not required to provide Reasonable Documentation with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund after payments of other benefits and charges with priority for payment under the Settlement. *See* Number 12 below.

12. How will Settlement Benefits be paid?

Before determining which benefit option from the Settlement is best for you (selecting a Cash Fund Payment, or Credit Monitoring and Insurance Services, or Documented Loss Payment), it is important for you to understand how Settlement payments will be made. Court awarded attorneys’ fees, up to a maximum of 25% of the \$10 million Settlement Fund (i.e., \$2,500,000), reasonable costs and expenses incurred by attorneys for the Class, Administrative Expenses for costs of the settlement administration, and Service Payments of \$1,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Credit Monitoring and Insurance Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Credit Monitoring and Insurance Services, Documented Loss Payment claims will be paid second.
3. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims and Documented Loss Payment claims, the amount of the Settlement Fund remaining will be used to create a “Post DC Net Settlement Fund,” which will be used to pay all Cash Fund Payment claims. As stated in Number 11 above, those are an estimated range of \$220-\$686 for California Class Members who submit valid claims, and \$110-\$343 for all other Class Members who submit valid claims. This is just an estimate, not a guarantee, based on Class Counsel’s experience and belief.

13. Tell me more about the Health Net Defendants’ remedial measures and enhanced security measures.

The Health Net Defendants have completed an investigation into the cause and scope of the FTA Data Breach and have ceased using the Accellion FTA and migrated to a new secure file transfer solution. Furthermore, as a result of the Action, for a period of five years, the Health Net Defendants have agreed to institute policies, procedures, and additional security-related remedial measures. These measures include enhancements to the Health Net Defendants’ third-party vendor risk management program and performing dark web monitoring for fraud, among other measures.

14. What is the total value of the Settlement?

The Settlement provides a \$10,000,000 Settlement Fund and remedial actions to be taken by the Health Net Defendants for the benefit of the Class. Any court-approved attorneys’ fees, costs, and expenses, Service Payments to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above benefits.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

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

16. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, Centene Corporation, and CalViva Health and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the above, as well as Plaintiffs and Class Counsel ("Released Parties") from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any law (including federal law, state law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled in the Action, or that could have been pled in the Action, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to the Health Net Defendants, with respect to the FTA Data Breach ("Released Claims").

The Released Claims do not include claims relating to the enforcement of the settlement. Released Claims do not include rights, causes of action, liabilities, actions, suits, damages, or demands of any kind whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal or state law, against Accellion, Inc. and its predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all past, present, and future officers, directors, employees, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any the foregoing entities listed in this sentence. No claims against Accellion are released and the litigation continues as to Accellion.

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

How to Get Settlement Benefits—Submitting a Claim Form

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

You must complete and submit a Claim Form by **December 22, 2023**. Claim Forms may be submitted online at www.HNFTADataBreachSettlement.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 855-604-1678 or by writing to *Health Net FTA Data Breach Settlement*, P.O. Box 5983, Portland, OR 97228-5983. The quickest way to file a claim is online.

If you received a Notice by mail, use your Unique ID to file your Claim Form. If you lost or do not know your Unique ID, please call 855-604-1678 to obtain it.

You may file a claim for only one of the benefits provided under the Settlement: 1) a Cash Fund Payment, or 2) Credit Monitoring and Insurance Services, or 3) a Documented Loss Payment.

18. How do I make a claim for a Cash Fund Payment?

To file a claim for a Cash Fund Payment, you must submit a valid Claim Form electing to receive the Cash Fund Payment. To submit a claim for a Cash Fund Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **December 22, 2023**.

If you wish to receive your payment via PayPal, Venmo, or digital payment card instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.HNFTADataBreachSettlement.com.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

The deadline to file a claim for a Cash Fund Payment is **December 22, 2023**. Claims must be filed or postmarked if mailed by this deadline.

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

To file a claim for Credit Monitoring and Insurance Services, you must submit a valid Claim Form electing to receive Credit Monitoring and Insurance Services. To submit a claim for Credit Monitoring and Insurance Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **December 22, 2023**.

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.HNFTADataBreachSettlement.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is **December 22, 2023**. Claims must be filed or postmarked if mailed by this deadline.

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

To file a claim for a Documented Loss Payment of up to \$10,000 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **December 22, 2023**.

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.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.HNFTADataBreachSettlement.com.

The deadline to file a claim for a Documented Loss Payment is **December 22, 2023**. Claims must be filed or postmarked, if mailed, by this deadline.

21. 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 855-604-1678 or by writing to:

Health Net FTA Data Breach Settlement Administrator
P.O. Box 5983
Portland, OR 97228-5983

22. 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 ID provided on the Notice to activate your Credit Monitoring and Insurance Services.

Payment for valid claims for a Cash Fund Payment or a Documented Loss Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash Fund Payment or a Documented Loss Payment via PayPal, Venmo, or digital payment card instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.HNFTADataBreachSettlement.com for updates.

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

None of the money in the \$10 million Settlement Fund will be paid back to the Health Net Defendants. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata among all Class Members with approved claims, who cashed or deposited their initial check or received

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to non-profit organizations, or “Non-Profit Residual Recipients.” The proposed Non-Profit Residual Recipient is the Electronic Frontier Foundation, a 26 U.S.C. § 501(c)(3) non-profit organization. Approval of this Non-Profit Residual Recipient is subject to final court approval.

The Lawyers Representing You

24. Do I have a lawyer in this case?

Yes, the Court has appointed Tina Wolfson, Robert Ahdoot, and Andrew Ferich of Ahdoot & Wolfson, PC, Laurence D. King, Matthew B. George, and Joel B. Strauss of Kaplan Fox & Kilsheimer LLP, and Timothy G. Blood, Paula R. Brown, and Jennifer L. MacPherson of Blood Hurst & O’Reardon, LLP 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.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys’ fees of up to a maximum of 25% of the \$10 million Settlement Fund (i.e., \$2,500,000), plus reasonable costs and expenses. They will also ask the Court to approve \$1,500 Service Payments to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees and expenses, and Service Payments will be made available on the Settlement website at www.HNFTADataBreachSettlement.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 855-604-1678.

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 Health Net Defendants 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.

26. 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 *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Case No. 5:21-cv-03322-EJD (N.D. Cal.); state the name, address and telephone number of the Settlement Class Member(s) 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 *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Case No. 5:21-cv-03322-EJD (N.D. Cal).” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **December 7, 2023**:

Health Net FTA Data Breach Settlement

P.O. Box 5983

Portland, OR 97228-5983

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

27. If I exclude myself, can I still get Credit Monitoring and Insurance Services, or a Settlement Payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring and Insurance Services, or a cash payment if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue the Health Net Defendants and Released Parties 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 Health Net Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

Object to or Comment on the Settlement

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

You can ask the Court to deny approval of the Settlement 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 must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Case No. 5:21-cv-03322-EJD (N.D. Cal.)); (b) state your full name, current mailing address, and telephone number; (c) contain a signed statement that you believe you are a member of the Settlement Class; (d) identify whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class; (e) identify the specific grounds for the objection; (f) include all documents or writings that you desire the Court to consider; (g) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Fairness Hearing; (h) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California (San Jose Division), Robert F. Peckham Federal Building, 280 South 1st Street, San Jose, California 95113, or by filing the objection in person at any location of the United States District Court for the Northern District of California; and (i) be filed with the Court or postmarked on or before **December 7, 2023**.

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

Objecting is telling the Court you do not like something about the Settlement. 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

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

The Court will hold a Final Fairness Hearing on **January 11, 2024 at 9:00 a.m.** before the Honorable Edward J. Davila, United States District Court for the Northern District of California (San Jose Division), Robert F. Peckham Federal Building, 280 South 1st Street, Courtroom 4, 5th Floor, San Jose, California 95113.

The date and time of the Final Fairness Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement website or the Court's PACER site (see Question 35) to confirm whether the date for the Final Fairness Hearing is changed.

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

32. 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.

33. 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 29). 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.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

If You Do Nothing

34. 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 also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Health Net Defendants or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

Getting More Information

35. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.HNFTADataBreachSettlement.com, or by contacting Class Counsel (see below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California (San Jose Division), Robert F. Peckham Federal Building, 280 South 1st Street, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

<p>Ahdoot & Wolfson, PC c/o Health Net FTA Data Breach Settlement 2600 West Olive Avenue Suite 500 Burbank, California 91505 <i>info@HNFTADataBreachSettlement.com</i></p>	<p>Blood Hurst & O’Reardon, LLP c/o Health Net FTA Data Breach Settlement 501 West Broadway, Suite 1490 San Diego, CA 92101 <i>info@HNFTADataBreachSettlement.com</i></p>	<p>Kaplan Fox & Kilsheimer LLP c/o Health Net FTA Data Breach Settlement 1999 Harrison Street, Suite 1560 Oakland, CA, 94612 <i>info@HNFTADataBreachSettlement.com</i></p>
---	--	---

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.**

Attachment 5

CLAIM FORM FOR HEALTH NET FTA DATA BREACH BENEFITS

Harbour et al. v. California Health & Wellness Plan et al., Case No. 5:21-cv-03322-EJD

USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND INSURANCE SERVICES, A CASH FUND PAYMENT, OR A DOCUMENTED LOSS PAYMENT.

*Para una notificación en Español, llamar 855-604-1678 o visitar nuestro sitio web
www.HNFTADataBreachSettlement.com.*

The DEADLINE to submit this Claim Form is: December 22, 2023

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that certain personal information was compromised as a result of a Data Breach impacting the Health Net Defendants' members (the "FTA Data Breach"), you are a Class Member.

As a Class Member, you are eligible to make a claim for **one of the following options**: (1) three years of Credit Monitoring and Identity Theft Insurance Services; or (2) up to a \$10,000 cash payment for reimbursement of Documented Losses that are more likely than not a result of the FTA Data Breach ("Documented Loss Payment") and not otherwise recoverable through insurance; or (3) a Cash Fund Payment, the amount of which will depend on the number of Class Members who participate in the Settlement and who utilized Credit Monitoring or Documented Losses.

The Credit Monitoring and Insurance Services will include, among other things: (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) three bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile. If you already subscribed to credit monitoring services through another provider, you will have the option to postpone the commencement of the Credit Monitoring and Insurance Services by up to 12 months.

Cash payment amounts may be reduced pro rata (proportionately) or increased pro rata depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.HNFTADataBreachSettlement.com.

This Claim Form may be submitted online at www.HNFTADataBreachSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Harbour et al. v. California Health & Wellness Plan et al.
P.O. Box 5983
Portland, OR 97228-5983

Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Credit Monitoring and Insurance Services, you must notify the Settlement Administrator in writing at the address above.

First Name	M.I.	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address, Line 1: Street Address/P.O. Box		
<input type="text"/>		
Mailing Address, Line 2		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone Number (Home)	Telephone Number (Work)	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Email Address		
<input type="text"/>		
Unique ID Provided on mailed Notice (if known)		
<input type="text"/>		

You may only select one of the following options:

III. CREDIT MONITORING AND INSURANCE SERVICES

- If you wish to receive Credit Monitoring and Insurance Services, you must check off the box for this section, provide your email address in the space provided in Section II, above, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Credit Monitoring and Insurance Services. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date").

IV. REIMBURSEMENT FOR DOCUMENTED LOSSES

- Please check off the box for this section if you are electing to seek reimbursement for up to \$10,000 of Documented Losses you incurred that are more likely than not traceable to the FTA Data Breach and are not otherwise reimbursable from insurance. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the FTA Data Breach and incurred on or after January 20, 2021.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VI); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented Losses need to be deemed more likely than not due to the FTA Data Breach by the Settlement Administrator based on the documentation you provide and the facts of the FTA Data Breach. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Professional fees incurred in connection with identity theft or falsified tax returns. <i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return.</i>	[] [] - [] [] - [] [] [] [] MM DD YYYY	\$ [] [] [] [] [] [] . [] []	
Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing. <i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount.</i>	[] [] - [] [] - [] [] [] [] MM DD YYYY	\$ [] [] [] [] [] [] . [] []	
Credit freeze <i>Examples: Notices or account statements reflecting payment for a credit freeze</i>	[] [] - [] [] - [] [] [] [] MM DD YYYY	\$ [] [] [] [] [] [] . [] []	
Credit monitoring that was ordered after January 20, 2021 through the date on which the Credit Monitoring and Insurance Services become available through this Settlement. <i>Example: Receipts or account statements reflecting purchases made for Credit Monitoring and Insurance Services</i>	[] [] - [] [] - [] [] [] [] MM DD YYYY	\$ [] [] [] [] [] [] . [] []	
Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges <i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (e.g., police station, IRS office), indication of why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the FTA Data Breach</i>	[] [] - [] [] - [] [] [] [] MM DD YYYY	\$ [] [] [] [] [] [] . [] []	

Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.

<p>Unreimbursed fraud losses or charges</p> <p><i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i></p>	<p> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY </p>	<p>\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/></p>	
<p>Other (provide detailed description)</p> <p><i>Please provide detailed description in the space to the right or in a separate document submitted with this Claim Form.</i></p>	<p> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY </p>	<p>\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/></p>	

Questions? Go to www.HNFTDataBreachSettlement.com or call 855-604-1678.

If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be considered for a Cash Fund Payment.

V. CASH FUND PAYMENT

If you wish to receive a Cash Fund Payment, you must check off the box for this section, and then simply return this Claim Form. A check will be mailed to the address you provided in Section II, above, as long as the Net Settlement Fund is not depleted by the claims for Credit Monitoring and Insurance Services and Documented Loss Payments.

If you make a claim for payment on this Claim Form, and if your claim and the settlement are finally approved, an email will be sent from noreply@epiqpay.com to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options such as Venmo and PayPal will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the administrator will send you a check to your physical address on file.

**VI. ATTESTATION
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS)**

I, _____, declare that I suffered the Documented Losses claimed above.
[Name]

I also attest that the Documented Losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of California and of the United States of America that the foregoing is true and correct.

Executed on _____, in _____, _____.
[Date] [City] [State]

[Signature box]

Signature

Date: [MM] - [DD] - [YYYY]

VII. CERTIFICATION

I certify under penalty of perjury, that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief. If I am not the Claimant identified and completed this form on the Claimant's behalf, I further certify that I have the legal authority to do so.

[Signature box]

Signature

Date: [MM] - [DD] - [YYYY]

Questions? Go to www.HNFTADataBreachSettlement.com or call 855-604-1678.

Attachment 6

Reminder Notice of Class Action Settlement

Health Net FTA Data Breach Settlement Administrator
<noreply@hnftadatabreachsettlement.com>

To [REDACTED]

Name: [REDACTED]
Uniqueld: [REDACTED]
PIN: [REDACTED]

Name: [REDACTED]
Uniqueld: [REDACTED]
PIN: [REDACTED]

Name: [REDACTED]
Uniqueld: [REDACTED]
PIN: [REDACTED]

Dear Class Member,

This is a final reminder that the deadline to file claims in the class action Settlement known as *Health Net FTA Data Breach Settlement* is **December 22, 2023**. You must complete and submit a Claim Form by **December 22, 2023**, to receive Settlement benefits.

To submit your claim at the Court-approved website, click [here](#).

The Settlement will provide Class Members with the opportunity to select and make a claim for one of the following benefits:

1. Cash Fund Payments (an estimated range for the Cash Fund Payment is \$220–\$686 for California Class Members who submit valid claims and \$110–\$343 for all other Class Members who submit valid claims); or
2. Three years of Credit Monitoring and Insurance Services; or
3. Cash Payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”).

Please visit www.HNFTADataBreachSettlement.com/en for Frequently Asked Questions, the full Notice, or the Settlement Agreement.

Para obtener información en Español visitar nuestro sitio web www.HNFTADataBreachSettlement.com/es.

Thank you,

Health Net FTA Data Breach Settlement
Settlement Administrator
P.O. Box 5983
Portland, OR 97228-5983

AJ572_v03

You are subscribed to this email as [REDACTED]

Click here to modify your [preferences](#) or [unsubscribe](#).

Attachment 7

Health



Erin Hooley/Chicago Tribune/TNS/Getty Images/FILE

A new season of infections is here, but the shortage of a common kids' antibiotic never ended



Half a million children and families regain Medicaid coverage



FDA must do more to penalize retailers that illegally sell tobacco to kids, government review finds



Obesity is becoming more common in a growing number of states, CDC data show



Supply and insurance issues snarl fall Covid-19 vaccine campaign for some



US households will be able to order more free Covid-19 tests starting Monday

PMS now could mean double the risk of early menopause later, study shows

Maker of diabetes drug Mounjaro takes legal action against compounders, spas and wellness centers

FDA declines to approve needle-free epinephrine, asks drugmaker for more data

This hospital chaplain has counseled thousands of dying patients. Here's what he's learned

FDA advisers discuss future of 'artificial womb' for human infants

US task force recommends expanding high blood pressure screenings during pregnancy

Covid-19 vaccination rates lag behind flu's, but getting shots together may help



Advertisement

Ad Feedback

LIFE, BUT BETTER



The quickest way to improve your family's mental health



Doctor shares advice on how to prevent food poisoning

Health



Erin Hooley/Chicago Tribune/TNS/Getty Images/FILE

A new season of infections is here, but the shortage of a common kids' antibiotic never ended



Half a million children and families regain Medicaid coverage



FDA must do more to penalize retailers that illegally sell tobacco to kids, government review finds



Obesity is becoming more common in a growing number of states, CDC data show



Supply and insurance issues snarl fall Covid-19 vaccine campaign for some



US households will be able to order more free Covid-19 tests starting Monday

PMS now could mean double the risk of early menopause later, study shows

Maker of diabetes drug Mounjaro takes legal action against compounders, spas and wellness centers

FDA declines to approve needle-free epinephrine, asks drugmaker for more data

This hospital chaplain has counseled thousands of dying patients. Here's what he's learned

FDA advisers discuss future of 'artificial womb' for human infants

US task force recommends expanding high blood pressure screenings during pregnancy

Covid-19 vaccination rates lag behind flu's, but getting shots together may help

your rights may be affected in a Proposed Class Action Settlement.

[Learn More](#)



Advertisement Ad Feedback

LIFE, BUT BETTER



The quickest way to improve your family's mental health



Doctor shares advice on how to prevent food poisoning

Life Wellness Food Humankind Pets Horoscopes Women of the Century Problem Solved More



Why can't babies have honey? The answer lies in microscopic spores.

HEALTH AND WELLNESS 5:03 a.m. ET Sept. 22

This hungry groundhog is certainly not camera-shy
ANIMALKIND 3:59 p.m. ET Sept. 21

Beachgoers free seal pups deeply tangled in net
ANIMALKIND 3:44 p.m. ET Sept. 21

Three beagles saved from animal testing lab
ANIMALKIND 2:33 p.m. ET Sept. 21

Beachgoers free seal pups deeply tangled in net
ANIMALKIND 1:57 p.m. ET Sept. 21

Advertisement

If you received notice that your data might have been accessed in the Health Net Data Breach,



Horoscopes Today, September 22, 2023
HOROSCOPES 4:31 a.m. ET Sept. 22



Arkansas high school achieves a remarkable feat, mating a rare species of snake
ANIMALKIND 7:48 p.m. ET Sept. 21



Watch three beagles rescued from animal testing lab enjoy freedom
ANIMALKIND 5:45 p.m. ET Sept. 21

Watch Now



Life Wellness Food Humankind Pets Horoscopes Women of the Century Problem Solved More



Why can't babies have honey? The answer lies in microscopic spores.

HEALTH AND WELLNESS 5:03 a.m. ET Sept. 22



Horoscopes Today, September 22, 2023
HOROSCOPES 4:31 a.m. ET Sept. 22



Arkansas high school achieves a remarkable feat, mating a rare species of snake
ANIMALKIND 7:48 p.m. ET Sept. 21



Watch three beagles rescued from animal testing lab enjoy freedom
ANIMALKIND 5:45 p.m. ET Sept. 21

This hungry groundhog is certainly not camera-shy
ANIMALKIND 3:59 p.m. ET Sept. 21

Beachgoers free seal pups deeply tangled in net
ANIMALKIND 3:44 p.m. ET Sept. 21

Three beagles saved from animal testing lab
ANIMALKIND 2:33 p.m. ET Sept. 21

Beachgoers free seal pups deeply tangled in net
ANIMALKIND 1:57 p.m. ET Sept. 21

Advertisement

your rights may be affected in a Proposed Class Action Settlement.

Learn More

Watch Now



TODAY HOURLY DAILY RADAR MINUTECAST MONTHLY AIR QUALITY HEALTH & ACTIVITIES

johnnie-O

CURRENT WEATHER
5:53 AM

61°
F
RealFeel™ 62°

Cloudy

Air Quality **Poor**

Wind N 2 mph

Wind Gusts 3 mph

[MORE DETAILS →](#)

HAVE ASTHMA? AVOID THE TRIGGERS.
The risk of experiencing asthma symptoms is elevated over the next couple of days. Get the details so you can breathe easier. [Learn More](#)

CURRENT AIR QUALITY

TODAY
9/22

67
AQI

Poor

The air has reached a high level of pollution and is unhealthy for sensitive groups. Reduce time spent outside if you are feeling symptoms such as difficulty breathing or throat irritation.

Based on Current Pollutants

[More Details →](#)

Learn more at [plume labs](#)

If you received notice that your data might have been accessed in the Health Net Data Breach, your rights may be affected in a Proposed Class Action Settlement.

[Learn More](#)

Top Stories

HURRICANE
Brewing tropical storm to hit US East Coast with weekend washout, wind
39 minutes ago

SEVERE WEATHER
Multiday severe weather

Health & Activities

62° San Diego, CA

Today Hourly 10 Day Monthly Weekend Radar Video More Forecasts

T Mobile

NEW & EXISTING CUSTOMERS

iPhone 15 Pro ON US

With eligible trade-in, Go5G Next plan, & 24 mo. bill credits. Plus tax.

Get yours now

Titanium
iPhone 15 Pro



Contact us before cancelling acct to continue remaining bill credits, or credits stop & balance on req'd finance agmt due (e.g. 128GB: \$999.99). For well-qualified customers. \$35 connection charge applies. See details.

San Diego, CA As of 5:39 am PDT

62°

Mostly Cloudy

Day 72° • Night 64°



Watch: Kitesurfers Attempt Gale-Force Winds



Advertisement

100s of brands. Unbeatable value. Longer.

✓ In-store shopping




Don't Miss

Advertisement

If you received notice that your data might have been accessed in the Health Net Data Breach, your rights may be affected in a Proposed Class Action Settlement.

Learn More



Hurricane Tracker

Potential Tropical Cyclone Sixteen

Sep 22, 5:00 am

mapbox

If you received notice that your data might have been accessed in the Health Net Data Breach,



AP

U.S. WORLD POLITICS VIDEO SPOTLIGHT ENTERTAINMENT SPORTS BUSINESS SCIENCE FACT CHECK ...



Tropical Storm Warning Christian McCaffrey 911 audio after F-35 ejection Trevon Diggs Angus Cloud cal



U.S. NEWS

Wildfire-prone California to consider new rules for property insurance pricing



ADVERTISEMENT

The New York Times

Our best offer ends soon.

\$1 a week for your first year

your rights may be affected in a
Proposed Class Action Settlement.

Learn More



AP



U.S. WORLD POLITICS VIDEO SPOTLIGHT ENTERTAINMENT SPORTS BUSINESS SCIENCE FACT CHECK ...



Tropical Storm Warning Christian McCaffrey 911 audio after F-35 ejection Trevon Diggs Angus Cloud cal

U.S. NEWS

Wildfire-prone California to consider new rules for property insurance pricing



ADVERTISEMENT

The New York Times

Our best offer ends soon.

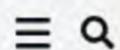
\$1 a week for your first year.

If you received notice that your data might have been accessed in the Health Net Data Breach,



Get 93% off your first month. Subscribe today for \$1.

GET ACCESS



LOG IN

SUBSCRIBE FOR \$1

THE SACRAMENTO BEE

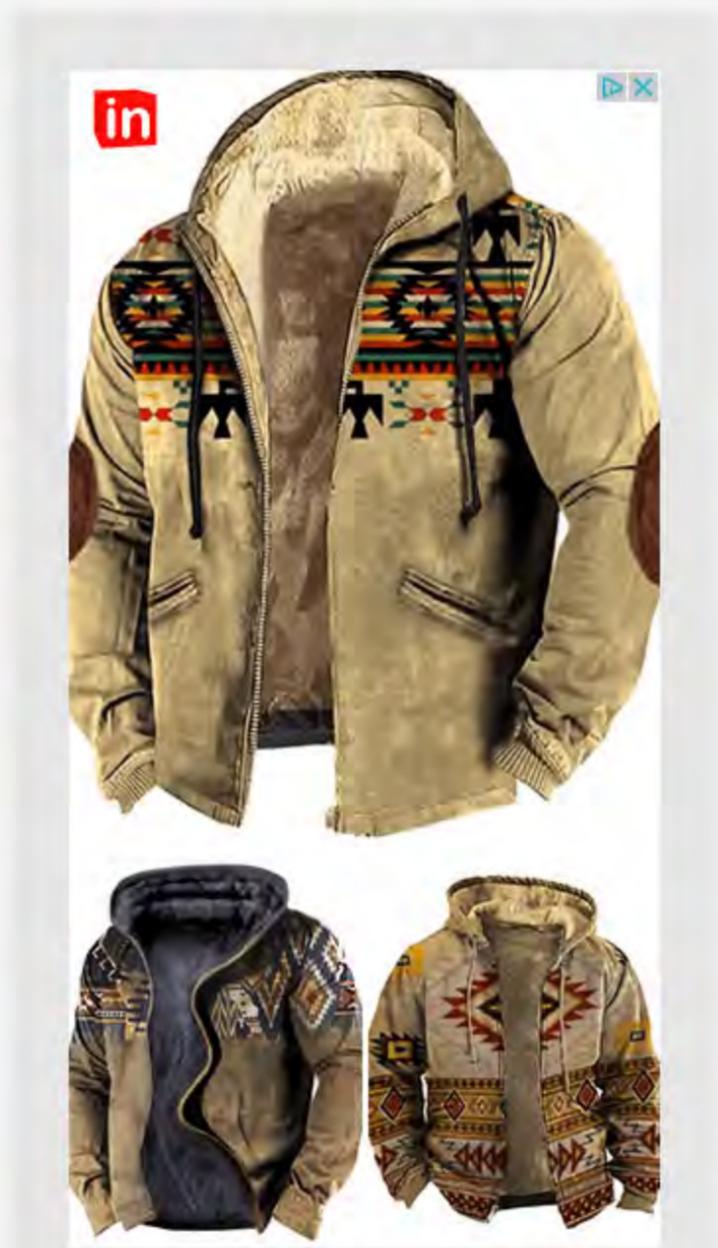
Part of the McClatchy Media Network

55°F 80° 55°

Friday, September 22, 2023
Today's eEdition

News Sports Politics Opinion Obituaries • Personal Finance Food & Drink Bee Curious Equity Lab Capitol Alert Detour Shopping

California



CALIFORNIA

Exclusive: How can California help clean up thousands of polluted dry cleaning sites?

The cost to clean up 7,500 dry cleaning sites could cost billions of dollars. Where could that money come from?

SEPTEMBER 22, 2023, 5:00 AM

your rights may be affected in a Proposed Class Action Settlement.

Learn More



Get 93% off your first month. Subscribe today for \$1.

GET ACCESS



LOG IN

SUBSCRIBE FOR \$1

THE SACRAMENTO BEE

Part of the McClatchy Media Network

55°F 80° 55°

News Sports Politics Opinion Obituaries • Personal Finance Food & Drink Bee Curious Equity Lab Capitol Alert Detour Shopping

California



CALIFORNIA

Exclusive: How can California help clean up thousands of polluted dry cleaning sites?

The cost to clean up 7,500 dry cleaning sites could cost billions of dollars. Where could that money come from?





Discover The West Coast Perspective

Limited-Time Offer \$1 for 6 Months then \$4/week

Los Angeles Times

SEPT. 22, 2023

COVID-19 FOR SUBSCRIBERS DE LOS IMMIGRANT DREAMS POLL HOLLYWOOD STRIKES DODGERS

ADVERTISEMENT

If you received notice that your data might have been accessed in the Health Net Data Breach, your rights may be affected in a Proposed Class Action Settlement.

[Learn More](#)



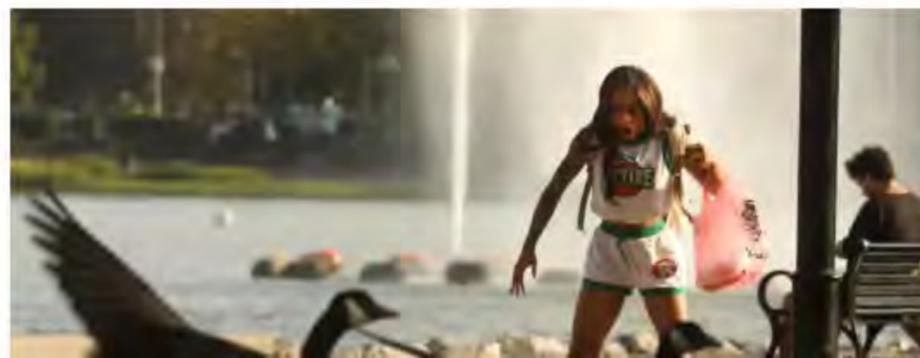
As El Niño gets stronger, odds tilt toward another wet winter for California

There is a 95% chance that El Niño will persist into next year, and a 71% chance that it will become a 'strong' El Niño, officials say.

- Our climate change challenge



Echo Park Lake homeless encampment is gone, as is the fence. The



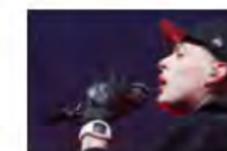
DE LOS >



Shakira releases new song and video with Fuerza Regida



Jann Wenner's fall from grace doesn't absolve music journalism

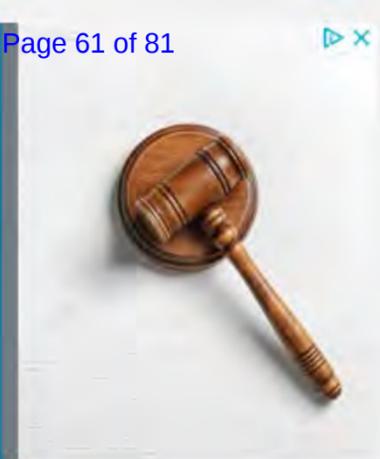


Peso Pluma's Tijuana concert has been canceled after death threats

ADVERTISEMENT

If you received notice that your data might have been accessed in the Health Net Data Breach, your rights may be affected in a Proposed Class Action Settlement.

Learn More



TRENDING News Podcast Watch 24/7 Miramar Airshow Stormwater System Emergency Celebrating Hispanic Heritage Newsletters I-team tips

Video player for 'Big spiders are all over San Diego. Here's why' with a play button icon and a timestamp of 20 HOURS AGO.

Video player for 'Watch Live: NBC 7 News Today' with a play button icon and a timestamp of LIVE: NBC 7 SAN DIEGO.

DRUG SMUGGLING · 13 HOURS AGO Mexican policeman busted at San Diego border crossing faces US drug-smuggling charges

WILDFIRE SMOKE · 19 HOURS AGO The Bay Area is covered in wildfire smoke. It could reach San Diego Friday

NURSE · 10 HOURS AGO Expert witness calls OR during El Cajon woman's deadly breast augmentation procedure a...



THINGS TO DO IN SAN DIEGO · 18 HOURS AGO Things to do this weekend in San Diego: Miramar Airshow, Adams Ave. Street Fair, Surf ...



MCDONALDS · 17 HOURS AGO Midway McDonald's killer in custody; getaway driver still at large: San Diego police

E-BIKES · 15 HOURS AGO After teen killed in e-bike accident, Encinitas gets \$3M in safety improvement...

SOUTH CAROLINA · 44 MINS AGO Bizarre 911 call details moments after F-35 pilot ejected: 'Not sure where the...

AFGHAN REFUGEES · 11 HOURS AGO Local leaders push for permanent residency for Afghan refugees



- Friends
- Memories
- Saved
- Groups
- Video
- See more



Legal Notice

Sponsored ·



If you received notice regarding the Health Net Data Breach, your rights may be affected in a Proposed Settlement.



HNFTADATABREACHSETTLEMENT.COM

Proposed Class Action Settlement

Learn more

Like

Comment

Share

Sponsored



WiO SmartFoods
wiodiet.com



- Friends
- Memories
- Saved
- Groups
- Video
- See more



Legal Notice

Sponsored ·



If you received notice regarding the Health Net Data Breach, your rights may be affected in a Proposed Settlement.



HNFTADATABREACHSETTLEMENT.COM

Proposed Class Action Settlement

[Learn more](#)

Like

Comment

Share





Search Facebook



Friends



Memories



Saved



Groups



Video



See more

bring your ideas to life better than imagined.



Sponsored



Health Net Breach Proposed Settlement

hnftadatabreachsettlement.com



Search Facebook



- Friends
- Memories
- Saved
- Groups
- Video
- See more



14

5 comments

Sponsored



Health Net Breach
Proposed Settlement

hnftadatabreachsettlement.com

Instagram



legal.notice
Sponsored



Learn more



legal.notice Health Net Data Breach Proposed Settlement. Received notice? Your rights may be affected.

Instagram



legal.notice
Sponsored



Learn more



legal.notice Health Net Data Breach Proposed Settlement. Received notice? Your rights may be affected.

Attachment 8

Harbour et al. v. California Health & Wellness Plan et al., e
Caso n.º 5:21-cv-03322-EJD (Tribunal de Distrito de los EE. UU. para el Distrito Norte de California)

Aviso de conciliación de demanda colectiva de Health Net por violación de datos del FTA
Un tribunal federal ha autorizado este Aviso. No es a solicitud de un abogado.

ESTE AVISO PUEDE AFECTAR SUS DERECHOS. LÉALO DETENIDAMENTE.

Para obtener un aviso en español, llame al 855-604-1678 o visite nuestro sitio web www.HNFTADataBreachSettlement.com.

- Se ha propuesto una Conciliación en una demanda colectiva contra Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, y Centene Corporation (en conjunto, los “Demandados de Health Net”), en relación con una violación de datos que los Demandados de Health Net anunciaron el 24 de marzo de 2021, por la cual, el 20-22 de enero de 2021 o alrededor de esa fecha, es posible que un usuario no autorizado haya obtenido acceso a cierta información de miembros de los Demandados de Health Net en la plataforma del FTA, lo que incluye direcciones, fechas de nacimiento, números del Seguro Social, números de identificación del seguro e información de salud (la “Violación de datos del FTA”). La Violación de datos del FTA fue parte de la violación que involucra al producto de transferencia de archivos de Accellion, Inc. (“Accellion”) denominado Dispositivo de transferencia de archivos (File Transfer Appliance, FTA).
- Si recibió un aviso de los Demandados de Health Net de que su información personal se vio comprometida como resultado de la Violación de datos del FTA, usted está incluido en esta Conciliación como miembro del Grupo de la conciliación.
- En virtud de la Conciliación, los Demandados de Health Net han acordado establecer un Fondo de la conciliación de \$10 millones para: (1) pagar tres años de servicios de supervisión crediticia y seguro (“Servicios de supervisión crediticia y seguro”); o (2) proporcionar pagos en efectivo de hasta \$10,000 por Miembro del grupo a modo de reembolso de ciertas Pérdidas documentadas (“Pago por pérdida documentada”); o (3) proporcionar pagos en efectivo a Miembros del grupo (“Pago de fondos en efectivo”). El Fondo de la conciliación también se utilizará para pagar los costos de la administración de la conciliación, los honorarios y gastos de los abogados aprobados por el tribunal y los Pagos de servicios a los Demandantes mencionados. Además, los Demandados de Health Net han acordado tomar determinadas medidas correctivas y medidas de seguridad reforzadas que continuarán implementando.
- Sus derechos legales se verán afectados ya sea que usted actúe o no. Debe leer todo este Aviso detenidamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTA CONCILIACIÓN:

PRESENTAR UN FORMULARIO DE RECLAMACIÓN	Presentar un Formulario de reclamación es la única manera en la que puede recibir cualquiera de los beneficios proporcionados por esta Conciliación, incluidos los Servicios de supervisión crediticia y seguro, un Pago por pérdida documentada o un Pago de fondos en efectivo.
PRIMERA FECHA LÍMITE: 22 DE DICIEMBRE DE 2023	Si presenta un Formulario de reclamación, usted renunciará al derecho de demandar a los Demandados de Health Net y a determinadas partes relacionadas en una demanda por separado por las reclamaciones legales que resuelve la presente Conciliación.
CÓMO EXCLUIRSE DE ESTA CONCILIACIÓN	Esta es la única opción que le permite iniciar la demanda, continuar la demanda o ser parte de otra demanda contra los Demandados de Health Net, o determinadas partes relacionadas, por las reclamaciones que resuelve la presente Conciliación.
FECHA LÍMITE: 7 DE DICIEMBRE DE 2023	Si usted se excluye, renunciará al derecho de recibir cualquier beneficio de la presente Conciliación.
OBJETAR O FORMULAR COMENTARIOS SOBRE LA CONCILIACIÓN	Usted podrá objetar la Conciliación por escrito ante el Tribunal e informarle el motivo por el que considera que la Conciliación no debería aprobarse. También puede escribirle al Tribunal para formular comentarios o motivos por los cuales usted apoya la Conciliación.
FECHA LÍMITE: 7 DE DICIEMBRE DE 2023	Si usted la objeta, también podrá presentar un Formulario de reclamación para recibir los beneficios de la Conciliación, pero renunciará al derecho de demandar a los Demandados de Health Net en una demanda por separado por los reclamos legales que resuelve la presente Conciliación.
ASISTIR A LA AUDIENCIA DE “IMPARCIALIDAD DEFINITIVA”	Usted podrá asistir a la Audiencia imparcial final en la cual el Tribunal podrá dar lugar a sus argumentos sobre la aprobación de la Conciliación. Si desea hablar en la Audiencia imparcial final, debe hacer una solicitud para ello en su objeción o comentario por escrito.
FECHA: 11 DE ENERO DE 2024	Usted <u>no</u> está obligado a asistir a la Audiencia imparcial final.
NO HACER NADA	Si no hace nada, no recibirá ninguno de los beneficios monetarios de la Conciliación y renunciará a sus derechos de iniciar una demanda contra los Demandados de Health Net y a determinadas partes relacionadas por las reclamaciones que resuelve la presente Conciliación.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida. ¿Tiene alguna pregunta? Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.

- Estos derechos y estas opciones, y **las fechas límite para ejercerlos**, se explican en este Aviso.
- El Tribunal a cargo de este caso todavía no se ha pronunciado respecto de la aprobación de la Conciliación. No se brindará ningún beneficio ni pago del Acuerdo hasta que el Tribunal apruebe dicho Acuerdo y este se considere definitivo.

INFORMACIÓN BÁSICA

1. ¿Por qué recibí este Aviso?

Un tribunal federal autorizó este Aviso porque usted tiene el derecho de conocer acerca de la Conciliación propuesta en esta demanda colectiva y sobre todos sus derechos y opciones antes de que el Tribunal decida si dará la aprobación final de la Conciliación. En este Aviso, se explican la demanda, la Conciliación, sus derechos legales, los beneficios disponibles, quiénes son elegibles para recibirlos y cómo obtenerlos.

El honorable juez Edward J. Davila del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California se encuentra a cargo de esta demanda colectiva. El caso se conoce como *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Caso n.º 5:21-cv-03322-EJD (la “Acción”). Las personas que presentaron esta demanda se denominan “Demandantes” y las compañías que demandan que son partes de esta Conciliación, Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, Centene Corporation y Accellion, Inc., se denominan los “Demandados”. Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan y Centene Corporation se denominan los “Demandados de Health Net”.

2. ¿De qué trata esta demanda?

El 24 de marzo de 2021, o alrededor de esa fecha, los Demandados de Health Net anunciaron que, en enero de 2021, un usuario no autorizado accedió a información relacionada con ciertos miembros de los Demandados de Health Net, lo que incluye direcciones, fechas de nacimiento, números del Seguro Social, números de identificación del seguro e información médica en una violación de datos que involucraba al proveedor de software de transferencia de archivos de los Demandados de Health Net, Accellion. Específicamente, la violación aprovechó las vulnerabilidades del producto de transferencia de archivos de Accellion denominado FTA, lo que permitió a terceros acceder a la información sobre determinados clientes y los empleados actuales y anteriores de los Demandados de Health Net.

Los Demandantes afirman que los Demandados de Health Net no protegieron adecuadamente su información personal y que fueron perjudicados como consecuencia de esto. Los Demandados de Health Net niegan cualquier infracción y ningún tribunal ni ninguna otra entidad ha emitido un juicio ni otra determinación de ninguna infracción o de que se haya violado la ley. Los Demandados de Health Net niegan estos y todos los demás reclamos realizados en la Acción. Al celebrar la Conciliación, los Demandados de Health Net no admiten que hayan actuado de manera indebida.

3. ¿Por qué es esta una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representantes de la demanda colectiva inician la demanda en nombre de las personas que tienen reclamaciones similares. Todas estas personas conforman una demanda colectiva o son Miembros del grupo. Un tribunal resuelve los asuntos para todos los Miembros del grupo, excepto para aquellos Miembros del grupo que se hayan excluido de la demanda colectiva.

Los Representantes del grupo en este caso son John Harbour, Tami Wisnesky, J. Doe y Joweli Vunisa.

4. ¿Por qué existe una Conciliación?

Los Representantes del grupo y los Demandados de Health Net no se ponen de acuerdo sobre los reclamos realizados en esta Acción. La Acción no se elevó a juicio y el Tribunal no ha tomado ninguna decisión a favor de los Representantes del grupo ni de los Demandados de Health Net. En cambio, los Representantes del grupo y los Demandados de Health Net han acordado conciliar la Acción. Los Representantes del grupo y los abogados del Grupo (“Abogados del grupo”) consideran que la Conciliación es lo mejor para todos los Miembros del grupo debido a los riesgos y la incertidumbre asociados con la continuación del litigio y la naturaleza de las defensas planteadas por los Demandados de Health Net.

**Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida. ¿Tiene alguna pregunta?
Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.**

QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN

5. ¿Cómo sé si formo parte de la Conciliación?

Si usted recibió un Aviso de esta Conciliación, usted ha sido identificado por el Administrador de la conciliación como Miembro del grupo. Más específicamente, usted es un Miembro del grupo y está afectado por esta Conciliación si recibió un aviso de los Demandados de Health Net de que su información personal se vio comprometida como resultado de la Violación de datos del FTA.

6. ¿Existen excepciones para las personas incluidas como Miembros del grupo de demandantes en la Conciliación?

Sí, la Conciliación no incluye: (1) los Jueces que presiden la Acción y los miembros de sus familias; (2) los Demandados de Health Net y Accellion, sus subsidiarias, compañías matrices, sucesores, antecesores, y cualquier entidad en la que los Demandados de Health Net o Accellion o sus compañías matrices tengan una participación mayoritaria y sus ejecutivos y directores actuales o anteriores; (3) las Personas que firmen y presenten adecuadamente una Solicitud de exclusión antes del vencimiento del Período de exclusión y (4) los sucesores o cesionarios de cualquiera de dichas Personas excluidas.

7. ¿Qué ocurre si no estoy seguro de estar incluido en la Conciliación?

Si no está seguro de si es Miembro del grupo, puede visitar el sitio web de la Conciliación en www.HNFTADataBreachSettlement.com, o llamar al número gratuito del Administrador de la conciliación al 855-604-1678.

LOS BENEFICIOS DE LA CONCILIACIÓN: LO QUE OBTENDRÁ SI REÚNE LOS REQUISITOS

8. ¿Qué establece la Conciliación?

La Conciliación brindará a los Miembros del grupo la oportunidad de seleccionar y presentar una reclamación por uno de los siguientes beneficios:

- Pagos de fondos en efectivo por montos que se determinarán de acuerdo con los términos de la Conciliación; o
- Tres años de Servicios de supervisión crediticia y seguro; o
- Pagos en efectivo de hasta \$10,000 por Miembro del grupo a modo de reembolso de determinadas Pérdidas documentadas (“Pago por pérdida documentada”).

Además, los Demandados de Health Net han acordado tomar ciertas medidas correctivas y reforzar las medidas de seguridad como resultado de esta Acción.

Revise cuidadosamente el punto 12 para obtener información adicional sobre el orden en que se pagan los beneficios del Fondo de la conciliación. Esta información adicional puede afectar su decisión sobre cuál de las tres opciones de beneficios es la mejor opción para usted.

9. Servicios de supervisión crediticia y seguro.

Como alternativa a un Pago de fondos en efectivo, puede elegir Servicios de supervisión crediticia y seguro. Los servicios de supervisión crediticia y seguro proporcionan una forma de protegerse contra el uso no autorizado de su información personal. Si ya cuenta con servicios de supervisión crediticia, aún podrá solicitar esta protección adicional. Los Servicios de supervisión crediticia y seguro que se brindan en virtud de la presente Conciliación son separados de, y adicionales a, los servicios de supervisión crediticia y resolución de identidad ofrecidos por los Demandados de Health Net en respuesta a la Violación de datos del FTA a las personas que recibieron una carta de aviso de los Demandados de Health Net. Usted es elegible para hacer una reclamación de los servicios de supervisión crediticia y seguro que se ofrecen a través de esta Conciliación, aunque no haya solicitado los servicios anteriores.

Los Servicios de supervisión crediticia y seguro incluyen (i) hasta \$1 millón de dólares de cobertura de seguro contra el robo de identidad; y (ii) supervisión crediticia de tres agencias que notifican los cambios en el perfil crediticio del Miembro del grupo de la Conciliación participante. El valor minorista estimado de los Servicios de supervisión crediticia y seguro es de \$540.

Para recibir Servicios de supervisión crediticia y seguro, debe presentar un Formulario de reclamación completado en donde elija recibir Servicios de supervisión crediticia y seguro.

10. Pago por pérdida de información documentada.

Como alternativa al Pago de fondos en efectivo o a los Servicios de supervisión crediticia y seguro, puede optar por presentar un Formulario de reclamación a modo de reembolso de las Pérdidas documentadas. Si ha gastado dinero para remediar o abordar el robo de identidad y el fraude que probablemente esté relacionado con la Violación de datos del FTA, y que no sea reembolsable por el seguro, o si ha gastado dinero para protegerse de futuros daños debido a la Violación de datos del FTA, puede presentar una reclamación de Pago por pérdida documentada a modo de reembolso de hasta \$10,000 en Pérdidas documentadas.

Las Pérdidas documentadas consisten en pérdidas no reembolsadas incurridas el 20 de enero de 2021 o después de esa fecha, que se relacionaron con el robo de identidad y el fraude y que es más probable que sean el resultado de la Violación de datos del FTA, así como cualquier gasto relacionado con la Violación de datos del FTA. Entre los ejemplos se incluyen cargos por cancelación o reemplazo de tarjetas de crédito o débito, cargos por pagos atrasados, cargos por pagos rechazados, cargos por sobregiro, cargos por cheques devueltos, cargos por servicio al cliente, costos relacionados con el crédito asociados con la compra de informes crediticios, supervisión crediticia o protección contra robo de identidad, costos de realización de un bloqueo o colocación de una alerta en los informes crediticios, costos para reemplazar la licencia de conducir, tarjeta de identificación del estado, número del Seguro Social, servicios profesionales y gastos de bolsillo para cargos de notario, fax, franqueo, entrega, fotocopias, millaje y por llamadas de larga distancia. Otras pérdidas o costos relacionados con la Violación de datos del FTA que no sean reembolsables por el seguro también pueden ser elegibles a modo de reembolso. Para proteger el Fondo de la conciliación y las reclamaciones válidas, el Administrador de la conciliación revisará cuidadosamente todos los Formularios de reclamación presentados que soliciten pagos relacionados con transacciones fraudulentas con tarjetas de crédito o débito.

Las reclamaciones por Pagos por pérdida documentada deben estar respaldadas por Documentación razonable. La Documentación razonable hace referencia a los documentos que respaldan su reclamación, como estados de cuenta de tarjeta de crédito, estados de cuenta bancarios, facturas, registros telefónicos y recibos.

Los pagos en efectivo individuales se pueden reducir o aumentar de forma prorrateada según la cantidad de Miembros del grupo que participen en la Conciliación.

Para recibir un pago por pérdida documentada, debe presentar un Formulario de reclamación completo en el que elija recibir un Pago por pérdida documentada. Si usted presenta un Formulario de reclamación para un Pago por pérdida documentada y el Administrador de la conciliación lo rechaza y usted no lo corrige, su Formulario de reclamación se considerará una reclamación para un Pago de fondos en efectivo.

**Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta?
Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.**

11. Pago de fondos en efectivo.

Puede presentar un Formulario de reclamación para recibir un pago en efectivo. Este es el “Pago de fondos en efectivo”. El monto del Pago de fondos en efectivo variará según la cantidad de reclamaciones válidas que se presenten. Un rango estimado para el Pago de fondos en efectivo es de \$220 a \$686 para los Miembros del grupo de California que presenten Reclamaciones válidas y de \$110 a \$343 para todos los demás Miembros del grupo que presenten reclamaciones válidas, pero esto es solo una estimación, no una garantía. Para recibir un Pago de fondos en efectivo, debe presentar un Formulario de reclamación completo en el que elija recibir un Pago de fondos en efectivo.

Usted no tiene la obligación de proporcionar la Documentación razonable junto con su Formulario de reclamación para recibir el Pago de fondos en efectivo. Los Pagos de fondos en efectivo individuales se pueden reducir o aumentar de forma prorrateada según la cantidad de Miembros del grupo que participen en la Conciliación y el monto de dinero que permanezca en el Fondo de dinero en efectivo después de los pagos de otros beneficios y cargos con prioridad para el pago en virtud de la Conciliación. *Consulte* el Número 12 a continuación.

12. ¿Cómo se pagarán los beneficios de la Conciliación?

Antes de determinar qué opción de beneficio de la Conciliación es la más adecuada para usted (seleccionar un Pago de fondos en efectivo, Servicios de supervisión crediticia y seguro o Pago por pérdida documentada), es importante que comprenda cómo se realizarán los pagos de la Conciliación. Los honorarios de abogados concedidos por el Tribunal de hasta un máximo del 25 % del Fondo de la conciliación de \$10 millones (es decir, \$2,500,000), los costos y gastos razonables en los que incurran los abogados del Grupo, los gastos administrativos por costos de la administración de la Conciliación, y los Pagos por servicios de \$1,500 a cada uno de los Representantes del grupo se deducirán del Fondo de la conciliación antes de realizar pagos a los Miembros del grupo. El Tribunal puede otorgar montos menores que estos. El resto del Fondo de la conciliación se distribuirá en el siguiente orden:

1. Las reclamaciones de los servicios de supervisión crediticia y seguro se pagarán en primer lugar.
2. Si queda dinero en los Fondos de la conciliación después de pagar los servicios de supervisión crediticia y seguro, las reclamaciones de Pago por pérdida documentada se pagarán en segundo lugar.
3. Si queda dinero en los Fondos de la conciliación después de pagar las reclamaciones de los Servicios de supervisión crediticia y seguro y las reclamaciones de Pagos por pérdida documentada, el monto restante del Fondo de la conciliación se utilizará para crear un “Fondo neto de la Conciliación posterior a DC”, que se utilizará para pagar todas las reclamaciones de Pagos de fondos en efectivo. Como se indica en el Número 11 anterior, es un rango estimado de \$220 a \$686 para los Miembros del grupo de California que presenten reclamaciones válidas, y de \$110 a \$343 para todos los demás Miembros del grupo que presenten reclamaciones válidas. Esto es solo una estimación, no una garantía, basada en la experiencia y la creencia de los Abogados del grupo.

13. Deseo obtener más información sobre las medidas correctivas y las medidas de seguridad mejoradas de los Demandados de Health Net.

Los Demandados de Health Net han completado una investigación sobre la causa y el alcance de la Violación de datos del FTA y han dejado de utilizar el FTA de Accellion y han migrado a una nueva solución segura de transferencia de archivos. Además, como resultado de la Acción, por un período de cinco años, los Demandados de Health Net han acordado instituir políticas, procedimientos y medidas correctivas adicionales relacionadas con la seguridad. Estas medidas incluyen mejoras al programa de gestión de riesgos de proveedores externos de los Demandados de Health Net y la realización de monitoreo de fraude en la web oscura, entre otras medidas.

14. ¿Cuál es el valor total de la Conciliación?

La Conciliación proporciona un Fondo de la conciliación de \$10,000,000 y medidas correctivas tomadas por los Demandados de Health Net en beneficio del Grupo. Los honorarios de abogados, costos y gastos aprobados por el Tribunal, los Pagos de servicios a los Representantes del grupo, los impuestos adeudados sobre cualquier interés devengado por el Fondo de la conciliación, si es necesario, y cualquier aviso y gastos de administración de la Conciliación se pagarán del Fondo de la conciliación, y el saldo (“Fondo neto de la conciliación”) se utilizará para pagar los beneficios anteriores.

**Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta?
Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.**

15. ¿A qué estoy renunciando para obtener un beneficio de la Conciliación o mantenerme en el Grupo?

A menos que se excluya, usted elige permanecer en el Grupo. Si la Conciliación se aprueba y pasa a ser definitiva, todas las órdenes del Tribunal le afectarán y estará legalmente obligado. No podrá iniciar una demanda, continuar una demanda ni ser parte de ninguna otra demanda contra los Demandados de Health Net y las partes relacionadas por los problemas legales de esta Acción, resueltos mediante la presente Conciliación, y eximidos por el Acuerdo y exención de la conciliación de demanda colectiva. Los derechos específicos a los que renuncia se denominan “Reclamaciones exentas” (*consulte* la siguiente pregunta).

16. ¿Cuáles son las Reclamaciones exentas?

A cambio de la Conciliación, los Miembros del grupo acuerdan eximir a Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, Centene Corporation y CalViva Health, y sus respectivos antecesores, sucesores, cesionarios, compañías matrices, subsidiarias, divisiones, filiales, departamentos, y todos y cada uno de sus funcionarios, directores, empleados, accionistas, socios, servidores, agentes, sucesores, abogados, representantes, aseguradores, reaseguradores, subrogatarios y cesionarios pasados, presentes y futuros de cualquiera de los anteriores, así como los Demandantes y los Abogados del grupo (“Partes exentas”) de todas y cada una de las reclamaciones, acciones legales, juicios, obligaciones, deudas, demandas, acuerdos, promesas, pasivos, daños y perjuicios, pérdidas, controversias, costos, gastos y honorarios de abogados de cualquier naturaleza, si se basan en alguna ley (incluida la ley federal, ley estatal, derecho consuetudinario, contrato, regla, o regulación) o en equidad, ya sea que se conozcan o se desconozcan, sospechados o no, afirmados o no, previstos o imprevistos reales o contingentes, liquidados o no, punitivos o compensatorios, monetarios o no, que se han declarado en la Acción, o que podrían haberse declarado en la Acción, que surjan o se relacionen con las acciones legales, acusaciones, prácticas, o conducta en cuestión en la Demanda relacionada con los Demandados de Health Net, con respecto a la Violación de datos del FTA (“Reclamaciones exentas”).

Las Reclamaciones exentas no incluyen reclamaciones relacionadas con la ejecución de la Conciliación. Las Reclamaciones exentas no incluyen derechos, acciones legales, responsabilidades, acciones, juicios, daños y perjuicios o demandas de cualquier tipo, conocidos o desconocidos, vencidos o no, en derecho o equidad, existentes en virtud de la ley federal o estatal, contra Accellion, Inc. y sus antecesores, sucesores, cesionarios, compañías matrices, subsidiarias, divisiones, filiales, departamentos, y todos y cada uno de los funcionarios, directores, empleados, accionistas, socios, servidores, agentes, abogados, representantes, aseguradores, reaseguradores, subrogatarios y cesionarios pasados, presentes y futuros de cualquiera de las entidades mencionadas en esta frase. No se eximen reclamaciones contra Accellion y el litigio continúa en cuanto a Accellion.

Se brinda más información en el Acuerdo y exención de la conciliación de demanda colectiva, que se encuentra disponible en www.HNFTADataBreachSettlement.com.

CÓMO OBTENER LOS BENEFICIOS DE LA CONCILIACIÓN: PRESENTACIÓN DE UN FORMULARIO DE RECLAMACIÓN

17. ¿Cómo realizo una reclamación de los beneficios de la Conciliación?

Usted debe completar y presentar un Formulario de reclamación antes del **22 de diciembre de 2023**. Los Formularios de reclamación podrán presentarse en línea en www.HNFTADataBreachSettlement.com, o bien imprimirse del sitio web y enviarse por correo postal al Administrador de la conciliación a la dirección indicada en el formulario. Los Formularios de reclamación también están disponibles llamando al 855-604-1678 o escribiendo a *Health Net FTA Data Breach Settlement*, P.O. Box 5983, Portland, OR 97228-5983. La forma más rápida de presentar una reclamación es en línea.

Si recibió un Aviso por correo, utilice su identificación única para presentar su Formulario de reclamación. Si perdió o no conoce su identificación única, llame al 855-604-1678 para obtenerla.

Puede presentar una reclamación por solo uno de los beneficios proporcionados en virtud de la Conciliación: 1) un Pago de fondos en efectivo, o 2) Servicios de supervisión crediticia y seguro o 3) un Pago por pérdida documentada.

18. ¿Cómo puedo realizar una reclamación de un Pago de fondos en efectivo?

Para presentar una reclamación de un Pago de fondos en efectivo, debe presentar un Formulario de reclamación válida en el que elija recibir el Pago de fondos en efectivo. Para presentar una reclamación por un Pago de fondos en efectivo, puede completar un Formulario de reclamación en el sitio web de la Conciliación o imprimir y enviar por correo un Formulario de reclamación completado al Administrador de la conciliación, matasellado el **22 de diciembre de 2023** o antes.

Si desea recibir su pago a través de PayPal, Venmo o tarjeta de pago digital en lugar de un cheque, simplemente proporcione su dirección de correo electrónico (opcional). Cualquier persona que presente una reclamación válida para el Pago de fondos en efectivo y no elija recibir el pago a través de PayPal, Venmo o tarjeta de pago digital, recibirá su pago a través de un cheque regular enviado a través del correo postal de los EE. UU.

Las instrucciones para presentar una reclamación por el Pago de fondos en efectivo se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.HNFTADataBreachSettlement.com.

La fecha límite para presentar una reclamación de Pago de fondos en efectivo es el **22 de diciembre de 2023**. Las reclamaciones deben presentarse o matasellarse si se envían por correo postal antes de esta fecha límite.

19. ¿Cómo realizo una reclamación de Servicios de supervisión crediticia y seguro?

Para presentar una reclamación de Servicios de supervisión crediticia y seguro, debe presentar un Formulario de reclamación válida y elegir recibir Servicios de supervisión crediticia y seguro. Para presentar una reclamación por Servicios de supervisión crediticia y seguro, puede completar un Formulario de reclamación en el sitio web de la Conciliación o imprimir y enviar por correo un Formulario de reclamación completado al Administrador de la conciliación, matasellado el **22 de diciembre de 2023** o antes.

Las instrucciones para llenar una reclamación por Servicios de supervisión crediticia y seguro se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.HNFTADataBreachSettlement.com.

La fecha límite para presentar una reclamación por Servicios de supervisión crediticia y seguro es hasta el **22 de diciembre de 2023**. Las reclamaciones deben presentarse o matasellarse si se envían por correo postal antes de esta fecha límite.

20. ¿Cómo realizo una reclamación de un Pago por pérdida documentada a modo de reembolso?

Para presentar una reclamación de un Pago por pérdida documentada de hasta \$10,000 a modo de reembolso de Pérdidas documentadas, debe presentar un Formulario de reclamación válido mediante el cual opte por recibir un Pago por pérdida documentada. Para presentar una reclamación por un Pago por pérdida documentada, puede completar un Formulario de reclamación en el sitio web de la Conciliación o imprimir y enviar por correo un Formulario de reclamación completado al Administrador de la conciliación, el **22 de diciembre de 2023** o antes.

El Formulario de reclamación exige que usted firme la certificación sobre la información que brindó y que incluya Documentación razonable, como estados de cuenta de tarjeta de crédito, estados de cuenta bancarios, facturas, registros telefónicos y recibos.

Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta? Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.

Si el Administrador de la conciliación rechaza su reclamación por un Pago por pérdida documentada y usted no lo corrige, su reclamación por un Pago por pérdida documentada se considerará en cambio una reclamación por un Pago de fondos en efectivo.

Las instrucciones para presentar una reclamación por el Pago por pérdida documentada se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.HNFTADataBreachSettlement.com.

La fecha límite para presentar una reclamación por un Pago por pérdida documentada es el **22 de diciembre de 2023**. Las reclamaciones deben presentarse o matasellarse si se envían por correo postal antes de esta fecha límite.

21. ¿Qué sucede si mi información de contacto cambia después de que presente una reclamación?

Si usted cambia su dirección postal o dirección de correo electrónico después de presentar un Formulario de reclamación, es su responsabilidad comunicarle al Administrador de la conciliación su información actualizada. Debe notificar al Administrador de la conciliación cualquier cambio llamando al 855-604-1678 o escribiendo a la siguiente dirección:

Health Net FTA Data Breach Settlement Administrator
P.O. Box 5983
Portland, OR 97228-5983

22. ¿Cuándo y cómo recibiré los beneficios que reclamo de la Conciliación?

Si presenta una reclamación válida por los Servicios de supervisión crediticia y seguro, el Administrador de la conciliación le enviará información sobre cómo activar la supervisión crediticia una vez que la Conciliación sea definitiva. Si recibió un Aviso por correo, guárdelo en un lugar seguro ya que necesitará la identificación única proporcionada en el Aviso por correo para activar sus Servicios de supervisión crediticia y seguro.

El pago de reclamaciones válidas por un Pago de fondos en efectivo o un Pago por pérdida documentada será proporcionado por el Administrador de la conciliación después de que la Conciliación sea aprobada y pase a ser definitiva. Puede optar por recibir el pago de las reclamaciones válidas por un Pago de fondos en efectivo o un Pago por pérdida documentada a través de PayPal, Venmo o una tarjeta de pago digital en lugar de un cheque, enviando su dirección de correo electrónico con su Formulario de reclamación. Cualquier persona que no elija recibir el pago a través de PayPal, Venmo o una tarjeta de pago digital recibirá su pago a través de un cheque normal enviado a través del correo de los EE. UU.

El proceso de aprobación puede llevar tiempo. Sea paciente y consulte www.HNFTADataBreachSettlement.com para ver las actualizaciones.

23. ¿Qué ocurre si queda un remanente de dinero una vez que se paguen todas las reclamaciones de la Conciliación?

Ninguna parte del dinero del Fondo de la conciliación de \$10 millones será reintegrada a los Demandados de Health Net. Todo dinero que quede en el Fondo de la conciliación después de 150 días de la distribución de los pagos a los Miembros del grupo se distribuirá de forma prorrateada entre todos los Miembros del grupo con reclamaciones aprobadas, que cobraron o depositaron su cheque inicial o recibieron los fondos de la Conciliación a través de medios digitales, siempre y cuando el monto de pago promedio sea de \$3 o más. Si no hay dinero suficiente para proporcionar a los Miembros del grupo que reúnen los requisitos un pago adicional de \$3, los fondos restantes se distribuirán a organizaciones sin fines de lucro o a “Destinatarios residuales sin fines de lucro”. El Destinatario residual sin fines de lucro propuesto es Electronic Frontier Foundation, una organización sin fines de lucro en virtud del Título 26 del Código de los Estados Unidos (United States Code, U.S.C.) § 501(c)(3). La aprobación de este Destinatario residual sin fines de lucro está sujeta a la aprobación definitiva del Tribunal.

**Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta?
Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.**

LOS ABOGADOS QUE LO REPRESENTAN

24. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha nombrado a Tina Wolfson, Robert Ahdoot y Andrew Ferich de Ahdoot & Wolfson, PC, Laurence D. King, Matthew B. George y Joel B. Strauss de Kaplan Fox & Kilsheimer LLP, y Timothy G. Blood, Paula R. Brown y Jennifer L. MacPherson de Blood Hurst & O'Reardon, LLP como Abogados del grupo para representarlo a usted y al Grupo a los efectos de esta Conciliación. Usted puede contratar a su propio abogado a su costa si desea que otra persona que no sean los Abogados del grupo lo represente en esta Acción.

25. ¿Cómo se les pagará a los Abogados del grupo?

Los Abogados del grupo presentarán una moción en la que le solicitarán al Tribunal que les otorguen honorarios de abogados de hasta un máximo del 25 % del Fondo de la conciliación de \$10 millones (es decir, \$2,500,000) además de costos y gastos razonables. También le solicitarán al Tribunal que apruebe un monto de \$1,500 en concepto de Pagos por servicios para cada uno de los Representantes del grupo por su participación en esta Acción y por sus esfuerzos por lograr la Conciliación. Si se aprueban, estos montos se deducirán del Fondo de la conciliación antes de efectuar los pagos a los Miembros del grupo. El Tribunal puede otorgar montos menores que estos.

La solicitud de los Abogados del grupo de sus gastos y honorarios, y de los Pagos por servicios, estará a disposición en el sitio web de la Conciliación en www.HNFTADataBreachSettlement.com antes del plazo para que usted comente u objete la Conciliación. Puede pedir una copia de la solicitud comunicándose con el Administrador de la conciliación al 855-604-1678.

EXCLUIRSE DE LA CONCILIACIÓN

Si es un Miembro del grupo y desea conservar cualquier derecho que pueda tener de iniciar la demanda o continuar la demanda contra los Demandados de Health Net por su cuenta según las reclamaciones resultantes de esta Acción o resueltas por las Reclamaciones exentas, debe seguir los pasos para ser excluido de la Conciliación. Esto se conoce cómo excluirse u “optar por no formar parte” de la Conciliación.

26. ¿Cómo me excluyo de la Conciliación?

Para excluirse de la Conciliación, debe completar y firmar una Solicitud de exclusión. La Solicitud de exclusión debe realizarse por escrito e identificar el nombre del caso *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Caso n.º 5:21-cv-03322-EJD (N.D. Cal.); indicar el nombre, la dirección y el número de teléfono de los Miembros del grupo de la Conciliación que solicitan la exclusión; debe ser firmada físicamente por las Personas que solicitan la exclusión; y también debe contener una declaración a los efectos de que “yo/nosotros por la presente solicitamos ser excluidos de la Grupo de la conciliación propuesto en *Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Caso n.º 5:21-cv-03322-EJD (N.D. Cal.)”. La Solicitud de exclusión debe (i) enviarse electrónicamente a través del sitio web de la Conciliación o (ii) con fecha de franqueo postal o ser recibida por el Administrador de la conciliación en la dirección que se muestra a continuación a más tardar el **7 de diciembre de 2023**:

Health Net FTA Data Breach Settlement
P.O. Box 5983
Portland, OR 97228-5983

No puede excluirse por teléfono ni correo electrónico.

27. Si me excluyo, ¿aún puedo recibir los Servicios de supervisión crediticia y seguro, o un Pago de la conciliación?

No. Al excluirse, usted le indica al Tribunal que no quiere formar parte de la Conciliación. Solo puede recibir los Servicios de supervisión crediticia y seguro o un pago en efectivo si permanece en la Conciliación y presenta un Formulario de reclamación válida.

**Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta?
Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.**

28. Si no me excluyo, ¿puedo iniciar acciones legales contra los Demandados de Health Net por lo mismo más adelante?

No. A menos que solicite ser excluido, renuncia al derecho de demandar a los Demandados de Health Net y a las Partes exentas por las reclamaciones que resuelve la presente Conciliación. Debe solicitar ser excluido de esta Acción para poder iniciar su propia demanda o continuar con la demanda o ser parte de cualquier otra demanda contra los Demandados de Health Net o cualquiera de las Partes exentas. Si usted tiene una demanda en trámite, hable de inmediato con el abogado que lo representa en ese caso.

Objetar o formular comentarios sobre la Conciliación

29. ¿Cómo le informo al Tribunal que no estoy conforme con la Conciliación?

Usted puede solicitarle al Tribunal que rechace la aprobación de la Conciliación al presentar una objeción. No puede pedirle al Tribunal que ordene una conciliación diferente; el Tribunal solo puede aprobar o rechazar dicha Conciliación. Si el Tribunal rechaza la aprobación, no se repartirán los pagos de conciliación y la demanda continuará. Si eso es lo que usted desea que pase, debe objetar.

Toda objeción a la conciliación propuesta debe estar por escrito. Si presenta una objeción por escrito dentro del plazo establecido, puede presentarse, pero no está obligado a hacerlo en la Audiencia imparcial final, en persona o representado por su propio abogado. Si comparece a través de su propio abogado, usted es responsable de la contratación y el pago de los honorarios de ese abogado. Todas las objeciones escritas y los documentos de respaldo deben (a) identificar claramente el nombre y número del caso (*Harbour et al. v. California Health & Wellness Plan et al.*, U.S.D.C. Caso n.º 5:21-cv-03322-EJD (N.D. Cal.)); (b) indicar su nombre completo, dirección postal actual y número de teléfono; (c) contener una declaración firmada que indique que usted cree que es miembro del Grupo de la Conciliación; (d) identificar si su objeción se aplica solo a usted, a un subconjunto del Grupo de la Conciliación o a todo el Grupo de la Conciliación; (e) identificar los fundamentos específicos de la objeción; (f) incluir todos los documentos o escritos que desee que el Tribunal considere; (g) contener una declaración con respecto a si usted (o el abogado de su elección) tiene la intención de comparecer en la Audiencia de imparcialidad definitiva; (h) presentarse ante el Tribunal, ya sea por correo al Secretario de la demanda colectiva, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (División de San José), Robert F. Peckham Federal Building, 280 South 1st Street, San Jose, California 95113, o presentando la objeción en persona en cualquier lugar del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California; y (i) deben presentarse ante el Tribunal o tener fecha de franqueo postal a más tardar el **7 de diciembre de 2023**.

30. ¿Cuál es la diferencia entre presentar una objeción y solicitar la exclusión?

Objetar es decirle al Tribunal que no le gusta algo sobre la Conciliación. Puede presentar una objeción solo si permanece en el Grupo (es decir, si no se excluye). Solicitar la exclusión es informarle al Tribunal que no desea ser parte del Grupo ni de la Conciliación. Si se excluye, no puede objetar la Conciliación, porque la misma ya no le afectaría.

La audiencia de imparcialidad definitiva

31. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?

El Tribunal celebrará una Audiencia de imparcialidad definitiva el **11 de enero de 2024**, a las **9:00 a. m.** ante el honorable juez Edward J. Davila, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (División de San José), Robert F. Peckham Federal Building, 280 South 1st Street, Courtroom 4, 5th Floor, San Jose, California 95113.

La fecha y la hora de la Audiencia imparcial final están sujetas a cambios sin previo aviso al Grupo de la Conciliación. Los Miembros del grupo deben consultar el sitio web de la Conciliación o al sitio de PACER del Tribunal (consulte la Pregunta 35) para confirmar si la fecha de la Audiencia imparcial final ha cambiado.

En esta audiencia, el Tribunal evaluará si la Conciliación es justa, razonable y adecuada, y decidirá si aprobar: la Conciliación; la solicitud de los honorarios de abogados, costos y gastos por parte de los Abogados del grupo; y los Pagos de servicios a los Representantes del grupo. Si existen objeciones, el Tribunal las evaluará. El Tribunal también escuchará a las personas que hayan solicitado hablar en la audiencia.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida. ¿Tiene alguna pregunta? Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.

32. ¿Tengo que asistir a la Audiencia imparcial final?

No. Los Abogados del grupo responderán todas las preguntas que el Tribunal pueda tener. Sin embargo, puede asistir por su cuenta si lo desea. Si envía una objeción, no es necesario que asista al Tribunal para hablar al respecto. Siempre y cuando envíe por correo su objeción por escrito y oportunamente, el Tribunal la considerará.

33. ¿Puedo hablar en la Audiencia imparcial final?

Sí. Si desea asistir y hablar en la Audiencia imparcial final, debe indicar esto en su objeción por escrito (consulte la Pregunta 29). Su objeción debe indicar que es su intención comparecer ante la Audiencia imparcial final y debe identificar a todos los testigos que pueda llamar a atestiguar o los anexos que desea adjuntar a las pruebas en dicha Audiencia imparcial final. Si tiene planeado que su abogado hable por usted en la Audiencia imparcial, su objeción también debe incluir el nombre, la dirección y el número de teléfono de su abogado.

Si decide no hacer nada

34. ¿Qué sucede si no hago nada?

Si es Miembro del grupo y no hace nada, no obtendrá ningún beneficio de la Conciliación. También renunciará a determinados derechos, incluido su derecho a iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra los Demandados de Health Net o cualquiera de las Partes exentas respecto de problemas legales en esta Acción y resueltos por el Acuerdo de conciliación.

Cómo obtener más información

35. ¿Cómo puedo obtener más información?

Este Aviso resume la Conciliación propuesta. Para conocer los términos y las condiciones precisos de la Conciliación, consulte el Acuerdo de conciliación disponible en www.HNFTADataBreachSettlement.com, comunicándose con los Abogados del grupo (consulte a continuación) o accediendo al expediente del Tribunal en este caso, por un cargo, mediante el sistema de Acceso público a los registros electrónicos judiciales del tribunal (Court’s Public Access to Court Electronic Records, PACER) en <https://ecf.cand.uscourts.gov> o visitando la oficina del Secretario del Tribunal del Distrito de los Estados Unidos para el Distrito Norte de California (División de San José), Robert F. Peckham Federal Building, 280 South 1st Street, San Jose, California 95113, entre las 9:00 a. m. y las 4:00 p.m., de lunes a viernes, excluidos los feriados del Tribunal.

Si tiene alguna pregunta sobre la Conciliación propuesta o sobre cualquier aspecto de este Aviso, puede comunicarse con los Abogados del grupo en:

<p>Ahdoot & Wolfson, PC c/o Health Net FTA Data Breach Settlement 2600 West Olive Avenue Suite 500 Burbank, California 91505 <i>info@HNFTADataBreachSettlement.com</i></p>	<p>Blood Hurst & O’Reardon, LLP c/o Health Net FTA Data Breach Settlement 501 West Broadway, Suite 1490 San Diego, CA 92101 <i>info@HNFTADataBreachSettlement.com</i></p>	<p>Kaplan Fox & Kilsheimer LLP c/o Health Net FTA Data Breach Settlement 1999 Harrison Street, Suite 1560 Oakland, CA, 94612 <i>info@HNFTADataBreachSettlement.com</i></p>
---	--	---

NO SE COMUNIQUE CON EL TRIBUNAL O LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA CONSULTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.

Esta Conciliación afecta sus derechos legales Incluso si no toma ninguna medida. ¿Tiene alguna pregunta? Visite www.HNFTADataBreachSettlement.com o llame al 855-604-1678.

Attachment 9



**Health Net FTA Data Breach Settlement
Exclusion Report**

Number	Name	Status
1	Evans Lee Cole Jr	Complete
2	Helen Lu	Complete
3	Dalia Hanna	Incomplete
4	Carmen Carillo Perez	Complete
5	Nancy Munoz	Incomplete
6	Irma Sandoval De	Incomplete
7	Mary Pacheco Varela	Incomplete
8	Kiem Duong	Incomplete
9	Thinh Nguyen	Incomplete
10	Douglas Brenn	Incomplete
11	Daniel Aragon	Complete
12	Aaron Aleman	Incomplete
13	Sonia Asatryan	Incomplete
14	Maritza Zepeda	Incomplete
15	Teresa Salm	Incomplete
16	Arthur Supernaw	Complete
17	Yolanda Rademacher	Incomplete
18	Aurora Velasquez	Complete
19	Winston Bae	Incomplete
20	Tiet Dang	Incomplete
21	Jacinto Lopez Brito	Incomplete
22	Manuel Sillas	Incomplete
23	Christel Mittman	Complete
24	Roberta Smith	Incomplete
25	Ronald Briars	Incomplete
26	Parmis Homayounpour	Incomplete
27	Mariah Guevara Solis	Incomplete
28	Mark Elstein	Complete

1 TINA WOLFSON (SBN 174806)
twolfson@ahdootwolfson.com
2 ROBERT AHDOOT (SBN 172098)
rahdoot@ahdootwolfson.com
3 **AHDOOT & WOLFSON, PC**
4 2600 W. Olive Avenue, Suite 500
Burbank, CA 91505-4521
5 Tel.: 310.474.9111; Fax: 310.474.8585

6 ANDREW W. FERICH (*pro hac vice*)
aferich@ahdootwolfson.com
7 **AHDOOT & WOLFSON, PC**
201 King of Prussia Road, Suite 650
8 Radnor, PA 19087
Tel: 310.474.9111; Fax: 310.474.8585

9 *Class Counsel for Plaintiffs and the Class*

10
11 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
12 **SAN JOSE DIVISION**

13 JOHN HARBOUR, TAMI WISNESKY,
14 JOWELI VUNISA, and J. DOE, individually and
15 on behalf of all others similarly situated,

16 Plaintiffs,

17 v.

18 CALIFORNIA HEALTH & WELLNESS PLAN,
19 HEALTH NET OF CALIFORNIA, INC.,
HEALTH NET LIFE INSURANCE COMPANY,
20 CENTENE CORPORATION, HEALTH NET
21 COMMUNITY SOLUTIONS, INC., HEALTH
NET, LLC and ACCELLION, INC.,

22 Defendants.
23

Case No. 5:21-cv-03322-EJD

**DECLARATION OF TINA WOLFSON
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: January 11, 2024
TIME: 9:00 A.M.
JUDGE: Hon. Edward J. Davila
CTRM: 4, 5th Floor

1 I, Tina Wolfson, declare as follows:

2 1. I am a partner and founding member of Ahdoot & Wolfson, PC (“AW”), and a
3 member in good standing of the bar of the state of California, the state of New York, and the District
4 of Columbia. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class
5 Action Settlement.¹ I make the following declaration based on my own personal knowledge and,
6 where indicated as based on information and belief, that the following statements are true. If called
7 upon as a witness, I could and would competently testify as follows.

8 2. The Settlement resolves all class claims against Health Net only, on behalf of
9 approximately 1,400,125 unique Class Members, arising out of Accellion Inc.’s (“Accellion”) File
10 Transfer Appliance (“FTA”) Data Breach (the “FTA Data Breach”).

11 3. The Settlement establishes a non-reversionary cash fund of \$10 million to pay for
12 valid claims. Claimants may elect to receive: (1) three years of Credit Monitoring and Insurance
13 Services (“CMIS”); (2) a payment for reimbursement of Documented Losses of up to \$10,000; or
14 (3) a cash payment, calculated in accordance with the terms of the Settlement Agreement (with
15 double the amount to California residents because of the statutory claims available to them). Based
16 on current claims, the cash payments are estimated to be approximately \$243 for California
17 Claimants and \$121 for all other Claimants. The Settlement also provides robust injunctive relief
18 and data privacy enhancements, with annual compliance certification.

19 4. The Settlement is the product of arduous, arm’s-length negotiations between
20 experienced counsel, comprehensive investigation and exchange of information, two mediations
21 with the Honorable Judge Jay C. Gandhi (Ret.) of JAMS, substantial confirmatory discovery, and
22 numerous hours of meet and confers and negotiations undertaken in finalizing the Settlement
23 details.

24 5. After the Court preliminarily approved the proposed Settlement and the Notice Plan
25 on August 24, 2023 (*see* Order Granting Preliminary Approval of Class Action Settlement, ECF
26

27 _____
28 ¹ Unless otherwise noted, all capitalized terms not defined herein have the same meaning ascribed to them in the Settlement Agreement and Release (ECF No. 53, at Section 1, Definitions).

1 No. 56), Class Counsel worked closely with the Settlement Administrator to supervise
2 dissemination of Notice to Class Members.

3 6. As explained in the declarations in support of Plaintiffs’ Motion for Attorneys’ Fees
4 and Reimbursement of Expenses, and for Award of Service Payments (ECF Nos. 57-1, 57-2, 57-
5 3), AW and its co-Class Counsel had and have the experience, expertise, and resources to
6 effectively litigate any all issues related to this litigation. Class Counsel have vigorously and
7 zealously represented the interests of the Settlement Class from the inception of this hard-fought
8 litigation until the present.

9 7. As explained herein, I and my co-Class Counsel believe that the Settlement is fair,
10 reasonable, and adequate, and merits final approval.

11 **BACKGROUND**

12 **A. The Health Net FTA Data Breach and Subsequent Litigation**

13 8. On May 4, 2021, this action was filed on behalf of Plaintiffs Harbour and Wisnesky,
14 naming Accellion and the Health Net Defendants as co-defendants. ECF No. 1. Plaintiffs filed the
15 First Amended Class Action Complaint (“FAC”) on November 23, 2021, adding Plaintiffs Vunisa
16 and Doe from the related *Vunisa* and *Doe* Actions. ECF No. 40.

17 9. The FAC alleges that on or about March 24, 2021, the Health Net Defendants
18 confirmed that the PII/PHI of certain customers and was compromised in the FTA Data Breach.
19 The FAC alleges affected PII/PHI included names, dates of birth, home addresses, insurance ID
20 numbers, and health information. During the FTA Data Breach, unauthorized persons were able to
21 exploit multiple vulnerabilities in Accellion’s FTA and gain access to the sensitive PII/PHI of
22 Health Net customers.

23 10. The FAC also alleges that the Health Net Defendants: (a) failed to implement and
24 maintain adequate data security practices to safeguard Plaintiffs’ and Class Members’ PII/PHI; (b)
25 failed to prevent the FTA Data Breach; (c) failed to detect security vulnerabilities leading to the
26 FTA Data Breach; and (d) failed to disclose that their data security practices were inadequate to
27 safeguard Class Members’ PII/PHI. Plaintiffs alleged that the Health Net Defendants had a duty to,
28

1 and impliedly promised Plaintiffs and Class Members that they would protect their sensitive
2 PII/PHI from unauthorized disclosure and handle this data securely, and that they failed to do so by
3 entrusting the PII/PHI to a third-party file transfer vendor whose products and services were prone
4 to security vulnerabilities that left Class Members' PII/PHI exposed.

5 11. Since the Actions (i.e., *Doe, Harbour, Vunisa*) were filed in April and May 2021,
6 Class Counsel persistently advanced and protected the interests of the Class. Before initiating the
7 Actions, Class Counsel independently investigated the factual circumstances of the FTA Data
8 Breach, the impact of the breach on the Health Net Defendants, and the potential legal claims and
9 defenses that may be raised in this case.

10 12. In response to the breach, and to protect the interests of Class Members in
11 California, Class Counsel compiled a detailed pre-suit notice letter and demand, which it delivered
12 to Health Net, as required by the California Consumer Privacy Act, Cal. Civ. Code §1798.150(b).

13 13. The Health Net Defendants have denied the allegations set forth in the CCPA
14 demand letter and the FAC. Their written response to the CCPA demand included an assertion that
15 the CCPA does not apply to Plaintiffs' and Class Members' claims, but even if it does, that they
16 had cured any violation of the CCPA.

17 14. The attorneys at AW and the co-Class Counsel firms who worked on this matter
18 have stayed abreast of all material developments involving the FTA Data Breach, including those
19 impacting the Health Net Defendants. We have gathered the press releases and statements
20 concerning the FTA Data Breach, reviewed the information that Health Net has provided on its
21 website about the breach (*see, e.g.*, [https://www.healthnet.com/content/healthnet/en_us/news-
22 center/news-releases/cyber-accellion.html](https://www.healthnet.com/content/healthnet/en_us/news-center/news-releases/cyber-accellion.html) (last visited Oct. 31, 2023)), reviewed Health Net's data
23 breach notification letters; reviewed and analyzed the detailed FTA Data Breach forensic report
24 issued by Mandiant; reviewed numerous news stories and other publicly-available sources of
25 information relating to the breach, including its impact on Health Net; interviewed numerous
26 individuals who were impacted by the data breach, and kept abreast of developments as they
27 occurred.
28

1 15. Following commencement of the Actions, Class Counsel took all necessary steps
2 to efficiently prosecute the claims of the Plaintiffs and the Class Members. Shortly after filing the
3 cases, counsel for the Parties began a dialogue about case management issues and engaged in
4 multiple meet-and-confer discussions.

5 16. After AW's MDL motion seeking transfer and consolidation of all Accellion FTA
6 Data Breach cases was denied, MDL No. 3002, ECF No. 88, the Parties continued to engage in
7 meet and confer discussions, including discussions about potential early resolution of this matter
8 and the factual and legal issues that may inform a settlement.

9 **B. Mediation and Settlement Negotiations**

10 17. After extensive pre-mediation negotiations and discussions, on July 19, 2021, the
11 Parties attended mediation with the Hon. Judge Jay C. Gandhi (Ret.) of JAMS. The mediation
12 session was spirited and hard-fought. Class Counsel and counsel for the Health Net Defendants
13 aggressively advocated for each side's positions and views during the mediation session.

14 18. Prior to the mediation session with Judge Gandhi, the Parties exchanged
15 information to prepare for and facilitate a productive mediation session. The Parties communicated
16 their respective positions regarding this litigation with each other and with the mediator. Plaintiffs
17 received and analyzed data relating to the impact of the FTA Data Breach on Health Net, including
18 information concerning the categories of individuals who received breach notification letters from
19 Health Net, the nature of the PII/PHI impacted, the Health Net Defendants' actions after being
20 notified of the breach, and the nature and number of Settlement Class Members impacted.

21 19. Following the all-day mediation, the Parties did not reach an agreement to settle
22 this matter. A second mediation before Judge Gandhi took place on September 27, 2021, that
23 culminated in a mediator's proposal for a \$10 million non-reversionary common fund to settle the
24 matter, which the Parties mutually accepted.

25 20. While Class Counsel had reached an agreement in principle to settle this matter,
26 many of the terms and other details of the Settlement were yet to be finalized. During the numerous
27 weeks that followed the second mediation session on September 27, 2021, the Parties worked
28

1 diligently and tirelessly to reach accord on the remaining details of the Settlement, including the
2 Settlement’s exhibits and supporting documents. The Parties continued to engage in extensive
3 settlement discussions and negotiations, both directly and through the mediator, regarding a myriad
4 of settlement points. This process included substantial confirmatory discovery.

5 21. As a result of the confirmatory discovery conducted by the Parties, Class Counsel
6 was not only able to verify the details about the impact of the FTA Data Breach on the Health Net
7 Defendants and information about the Class Members, but also to ensure that the terms of and relief
8 provided under the Settlement were fair, reasonable, and adequate and based on correct assumptions
9 and facts.

10 22. After reaching a settlement in principle, the Parties commenced memorializing the
11 full Settlement, which generated numerous additional rounds of protracted negotiations. The Parties
12 continued to confer, and Class Counsel expended a substantial time finalizing the Settlement’s
13 terms. During this period, the Parties exchanged numerous drafts of the Settlement Agreement and
14 its exhibits, and exhaustively negotiated many details. These negotiations continued to be contested
15 and involved detailed discussions regarding every provision of the Settlement Agreement and
16 ancillary documents and the Notice Plan.

17 23. Class Counsel solicited competing bids from separate third-party administrators for
18 settlement notice and administration. With each of the potential settlement administrators, Class
19 Counsel discussed the notice and distribution plans agreed to in the Settlement. Class Counsel
20 ultimately negotiated an agreement with Epiq Class Action and Mass Tort Solutions, LLC (“Epiq”).

21 24. Class Counsel crafted, negotiated, and meticulously refined the final notice
22 program and each document comprising the class notice (with the assistance of Epiq) to ensure that
23 the information disseminated to Settlement Class Members is clear and concise. At all times during
24 settlement discussions, the negotiations were at arm’s length. Furthermore, it was always Class
25 Counsel’s primary goal to achieve the maximum substantive relief possible for the Settlement Class
26 Members.

27
28

1 25. After the lengthy process that led to finalization of the Settlement, Class Counsel
2 prepared and filed the Motion for Preliminary Approval, which included voluminous supporting
3 documents, declarations, and exhibits.

4 **C. Information Learned Prior to Mediation and Through Confirmatory Discovery**

5 26. The Parties engaged in detailed confirmatory discovery. Through this discovery,
6 Plaintiffs were able to obtain the details surrounding the breach and were informed by Health Net
7 of the following facts, among others, which confirm the fairness, reasonableness, and adequacy of
8 the proposed Settlement.

9 27. Health Net contracted with Accellion to license the FTA. In 2015, Health Net
10 required Accellion to enter into a separate Business Associate Agreement (“BAA”) under which
11 Accellion was required to use strict safeguards to prevent unauthorized access to sensitive Health
12 Net data, including PII/PHI. According to Health Net, they had no reason to believe the FTA
13 product was not secure or ill-suited for the purpose of providing secure file transfers, or that it was
14 susceptible to a breach. Health Net confirmed that Accellion was still fully supporting the FTA as
15 of January 20, 2021.

16 28. On January 20, 2021, Accellion reported to Health Net’s parent company (and
17 Defendant in this action), Centene Corporation, that threat actors exploited two zero-day
18 vulnerabilities in the FTA platform, which potentially allowed access (without authorization) to data
19 stored on the FTA systems of certain Accellion clients. On January 22, 2021, Centene received a
20 critical security alert from Accellion advising it to shut down the FTA system, after which Centene
21 permanently discontinued use of FTA.

22 29. On March 24, 2021, Centene and the other Health Net entities publicly announced
23 the data breach and began sending breach notification letters to impacted persons. In total, Health
24 Net confirmed that they identified and sent notices to 1,506,868 individuals whose PII/PHI was on
25 the FTA at the time of the FTA Data Breach. Health Net has confirmed that the data on the FTA
26 varies by individual but included Social Security numbers for 231,265 of these persons. Health Net
27 also confirmed that within California, they sent breach notices to 1,369,180 individuals.
28

1 30. Health Net informs that Centene secured the services of IDX to provide credit
2 monitoring services, including fraud consultation, and identity theft restoration, to affected
3 individuals at no cost for one year, and that it provided this offering out of abundance of caution.
4 Centene confirmed that it has never received a ransom demand relating to the FTA breach, and that
5 it has engaged multiple third-party vendors to monitor the dark web and deep dark web for any sign
6 of its members' data, including on the site where the data of other Accellion clients was posted;
7 however, these vendors have found no evidence that any Health Net's member data was exposed
8 as a result of the FTA breach.

9 31. In response to the FTA Data Breach and in connection with the proposed
10 Settlement, Health Net has engaged in the following steps, among others, to strengthen the security
11 of their systems, many of which measures will continue for a period of five years following final
12 approval of the Settlement: termination of the use of Accellion's FTA platform and migrating to
13 another cloud-based platform for secure file sharing, which was completed on February 4, 2021;
14 enhancing existing contracting and third-party risk management processes; conducting annual
15 reviews of third-party data transfer vendors' products with respect to data security and privacy;
16 undertaking measures to secure, or securely destroy if and when it is no longer needed for legitimate
17 business purposes, all information that was subject to the FTA Data Breach; continued dark web
18 monitoring; and annual certification of compliance with the foregoing measures. *See also* SA § 4.

19 32. The information gleaned from investigation and research into the facts and potential
20 legal claims enabled Class Counsel to assess the strengths and weaknesses of this case, analyze
21 potential damages models that could be utilized at trial, and informed the decision to engage in
22 negotiation with Defendant's Counsel about attending mediation and later settling the matter.

23 33. Class Counsel's diligence in preparing for two mediation sessions, including
24 obtaining information necessary to analyze all claims and defenses, allowed Class Counsel to
25 negotiate a robust relief package and valuable outcome for the Settlement Class, and to determine
26 a fair and efficient structure and distribution plan. Indeed, Interim Class Counsel in *In re Accellion*
27 agreed to sever this Settlement from that consolidated litigation because they concurred that the
28

1 “proposed settlement falls within the range of possible approval as fair, adequate, and
2 reasonable” *Id.*, ECF No. 158, at 5:10-17. The stipulated severance of this Settlement was also
3 a result of Class Counsel zealously advocating for severance. Class Counsel here advocated for
4 severance of the Settlement, and Interim Class Counsel in *In re Accellion* agreed to severance,
5 because the Settlement provides an excellent result for the Settlement Class, and because all
6 Plaintiffs bringing claims against the Health Net Defendants in the consolidated *In re Accellion*
7 matter were accounted for by the Settlement (i.e., no other lawyers, including Interim Class
8 Counsel, represented the interests of Health Net breach victims). Class Counsel expended
9 significant effort advocating that the Settlement should go forward through several filings with the
10 Court. Class Counsel educated Interim Class Counsel in *In re Accellion* about the case allegations,
11 the facts revealed by investigation, and all the reasons the Settlement should go forward.

12 **D. Preliminary Settlement Approval and Dissemination of Notice**

13 34. After the Settlement received preliminary approval, Class Counsel worked closely
14 with the Settlement Administrator to implement the Notice Plan. These efforts included reviewing
15 and drafting the Settlement Website’s language and format, the script for the automated response
16 to the toll-free number, and the language and format of the notice forms; monitoring exclusion
17 requests and for any objections; and ensuring prompt response to every Settlement Class Member
18 inquiry (whether by phone or e-mail) regarding the Settlement. My firm and co-Class Counsel
19 continue to work closely with the Settlement Administrator during the ongoing Claims Period.
20 Class Counsel also continue to communicate with and assist Class Members who have reached out
21 to Class Counsel about the Settlement and filing Claim Forms.

22 35. The cost of the four Email Reminder Notices exceeded what was initially
23 anticipated in the notice estimates, but these efforts were initiated at the suggestion of Class Counsel
24 in order to bolster Class Members’ Settlement participation in the Settlement.

25 36. The reaction from Class Members is resoundingly positive. The deadline for Class
26 Members to file a Claim Form is December 22, 2023. The Settlement Administrator reports that,
27 as of December 19, 2023, it has received a total of 31,551 Claim Forms.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JOHN HARBOUR, TAMI WISNESKY, J.
DOE, and JOWELI VUNISA, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIFORNIA HEALTH & WELLNESS
PLAN, HEALTH NET OF CALIFORNIA,
INC., HEALTH NET LIFE INSURANCE
COMPANY, CENTENE CORPORATION,
HEALTH NET COMMUNITY
SOLUTIONS, INC., HEALTH NET, LLC
and ACCELLION, INC.,

Defendants.

Case No. 5:21-cv-03322-EJD

Hon. Edward J. Davila

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF
SETTLEMENT**

1 Accellion or their parents have a controlling interest and their current or former officers and
2 directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the
3 expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons
4 (the “Settlement Class”).

5 4. Class Representatives. Plaintiffs John Harbour, Tami Wisnesky, J. Doe, and
6 Joweli Vunisa (“Class Representatives”) are hereby appointed, for settlement purposes only, as
7 representatives for the Settlement Class for purposes of Rule 23 of the Federal Rules of Civil
8 Procedure.

9 5. Class Counsel. Tina Wolfson, Andrew W. Ferich, and Robert Ahdoot of Ahdoot
10 & Wolfson, PC, Laurence D. King, Matthew B. George, and Joel B. Strauss of Kaplan Fox &
11 Kilsheimer LLP, and Timothy G. Blood, Paula R. Brown, and Jennifer L. MacPherson of Blood
12 Hurst & O’Reardon, LLP are hereby appointed, for settlement purposes only, as counsel for the
13 Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

14 6. Class Notice. The Court finds that the dissemination of the Notices attached as
15 Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Preliminary
16 Approval Order; (b) constituted the best notice practicable under the circumstances; (c)
17 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement
18 Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where
19 applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the
20 Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be
21 provided thereunder); (v) Class Counsel’s motion for an award of attorneys’ fees and expenses
22 and for Service Payments to the Class Representatives; (vi) their right to object to any aspect of
23 the Settlement, and/or Class Counsel’s motion for attorneys’ fees and expenses and Service
24 Payments to the Class Representatives; and (vii) their right to appear at the Final Fairness
25 Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive
26 notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal
27
28

1 Rules of Civil Procedure, the Constitution of the United States (including the Due Process
2 Clause), and all other applicable laws and rules.

3 7. Class Action Fairness Act Notice. The notice to government officials, as given,
4 complied with 28 U.S.C. § 1715.

5 8. Objections. No timely objections were filed.

6 9. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in
7 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and
8 finally approves the Settlement set forth in the Settlement Agreement in all respects (including,
9 without limitation: the consideration provided for in the Settlement; the Releases provided for
10 therein; and the dismissal with prejudice of the claims asserted against the Health Net
11 Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and
12 adequate to the Settlement Class. The Court finds that, pursuant to Rule 23(e)(2), (A) Plaintiffs
13 and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was
14 negotiated at arm's length; (C) the relief provided for the Settlement Class is fair, reasonable,
15 and adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the
16 effectiveness of the proposed method of distributing relief to the Settlement Class, including the
17 method of processing Settlement Class Member claims; (iii) the terms of the proposed award of
18 attorneys' fees and reimbursement of costs and other expenses, as well as the Service Payments
19 to the Class Representatives; and (iv) any agreement required to be identified under Rule
20 23(e)(3); and (D) the Settlement treats Class Members equitably relative to each other. The
21 Parties are directed to implement, perform, and consummate the Settlement in accordance with
22 the terms and provisions contained in the Settlement Agreement.

23 10. Dismissal with Prejudice. The Action is hereby dismissed with prejudice as to
24 the Health Net Defendants only. The Parties shall bear their own costs and expenses, except as
25 otherwise expressly provided in the Settlement Agreement.

26 11. Binding Effect. The terms of the Settlement Agreement and of this Order shall
27 be forever binding on the Health Net Defendants, Plaintiffs, and all Settlement Class Members
28

1 (regardless of whether or not any individual Settlement Class Member submits a Claim Form,
2 seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective
3 successors and assigns.

4 12. Opt Outs. The persons listed on **Exhibit 1**, attached hereto and incorporated by
5 this reference, submitted timely and proper Requests for Exclusion, are excluded from the
6 Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order.

7 13. Releases. The Releases set forth in Paragraph 3.5 of the Settlement Agreement
8 are expressly incorporated herein in all respects. The Releases are effective as of the Effective
9 Date. Accordingly, this Court orders pursuant to this Order, without further action by anyone,
10 upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that
11 Plaintiffs and each and every member of the Settlement Class shall have released the Released
12 Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall
13 bar any action by any of the Parties to enforce or effectuate the terms of the Settlement
14 Agreement or this Order.

15 14. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred
16 and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released
17 Claims against any of the Released Parties.

18 15. No Admission of Liability. The Court hereby decrees that the Settlement, this
19 Order, and the fact of the Settlement do not constitute admissions or concessions by the Health
20 Net Defendants of any fault, wrongdoing, or liability whatsoever, or as an admission of the
21 appropriateness of class certification for trial or dispositive motion practice. This Order is not a
22 finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action.
23 Nothing relating to the Settlement shall be offered or received in evidence as an admission,
24 concession, presumption or inference against the Health Net Defendants or any of the Released
25 Parties in any proceeding, other than such proceedings as may be necessary to consummate or
26 enforce the Settlement Agreement or to support a defense based on principles of res judicata,
27 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory
28

1 of claim preclusion or issue preclusion or similar defense.

2 16. Retention of Jurisdiction. Without affecting the finality of this Order in any way,
3 this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the
4 administration, interpretation, implementation, consummation, and enforcement of the
5 Settlement; (b) the administration of this Settlement; and (c) the Settlement Class Members for
6 all matters relating to the Action.

7 17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the
8 amount of \$2,500,000.00, and reimbursement of litigation expenses and costs in the amount of
9 \$37,333.06, and such amounts shall be paid by the Settlement Administrator pursuant to and
10 consistent with the terms of the Settlement.

11 18. Service Payments. The Class Representatives are each awarded a Service
12 Payment in the amount of \$1,500, and such amounts shall be paid by the Settlement
13 Administrator pursuant to and consistent with the terms of the Settlement Agreement.

14 19. Modification of the Agreement of Settlement. Without further approval from the
15 Court, Plaintiffs, by and through Class Counsel, and the Health Net Defendants are hereby
16 authorized to agree to and adopt such amendments or modifications of the Settlement Agreement
17 or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially
18 inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class
19 Members in connection with the Settlement. Without further order of the Court, Plaintiffs, by
20 and through Class Counsel, and the Health Net Defendants may agree to reasonable extensions
21 of time to carry out any of the provision of the Settlement Agreement.

22 20. Jurisdiction. The Court hereby retains and reserves jurisdiction over:
23 (a) implementation of this Settlement and any distributions pursuant to the Settlement; (b) the
24 Action, until the Effective Date and until each and every act agreed to be performed by the
25 Parties shall have been performed pursuant to the terms and conditions of the Settlement
26 Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of
27 enforcing and administering the Settlement Agreement and the Settlement.

Exhibit 1



**Health Net FTA Data Breach Settlement
Exclusion Report**

Number	Name	Status
1	Evans Lee Cole Jr	Complete
2	Helen Lu	Complete
3	Dalia Hanna	Incomplete
4	Carmen Carillo Perez	Complete
5	Nancy Munoz	Incomplete
6	Irma Sandoval De	Incomplete
7	Mary Pacheco Varela	Incomplete
8	Kiem Duong	Incomplete
9	Thinh Nguyen	Incomplete
10	Douglas Brenn	Incomplete
11	Daniel Aragon	Complete
12	Aaron Aleman	Incomplete
13	Sonia Asatryan	Incomplete
14	Maritza Zepeda	Incomplete
15	Teresa Salm	Incomplete
16	Arthur Supernaw	Complete
17	Yolanda Rademacher	Incomplete
18	Aurora Velasquez	Complete
19	Winston Bae	Incomplete
20	Tiet Dang	Incomplete
21	Jacinto Lopez Brito	Incomplete
22	Manuel Sillas	Incomplete
23	Christel Mittman	Complete
24	Roberta Smith	Incomplete
25	Ronald Briars	Incomplete
26	Parmis Homayounpour	Incomplete
27	Mariah Guevara Solis	Incomplete
28	Mark Elstein	Complete

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JOHN HARBOUR, TAMI WISNESKY,
JOWELI VUNISA, and J. DOE, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIFORNIA HEALTH & WELLNESS
PLAN, HEALTH NET OF CALIFORNIA,
INC., HEALTH NET LIFE INSURANCE
COMPANY, CENTENE CORPORATION,
HEALTH NET COMMUNITY SOLUTIONS,
INC., HEALTH NET, LLC and ACCELLION,
INC.,

Defendants.

Case No. 5:21-cv-03322-EJD

Hon. Edward J. Davila

[PROPOSED] JUDGMENT

On [date], the Court [granted] Plaintiffs’ motion for final approval of their Settlement with Health Net, LLC, Health Net of California, Inc., Health Net Life Insurance Company, Health Net Community Solutions, Inc., California Health & Wellness Plan, and Centene Corporation (collectively, “Health Net Defendants”) and [granted] Plaintiffs’ motion for a Fee and Expense Award and Service Payments. ECF No. __. Judgment is hereby entered.

IT IS SO ORDERED.

Dated:

HON. EDWARD J. DAVILA
UNITED STATES DISTRICT JUDGE