

CONTRA COSTA COUNTY SUPERIOR COURT

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *John Doe et al v. Clinivate, LLC*, Civil Action No. C22-01620 pending in the Contra Costa County Superior Court (“Lawsuit”). For the precise terms and conditions of the settlement, please see the settlement agreement available at www.ClinivateCyberSettlement.com, by contacting the Settlement Administrator at **1-888-903-1272**, or by accessing the Court docket in this case through the Court’s system at <https://public.courts.in.gov/mycase/>.

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

This Settlement may affect your rights – please read this notice carefully.

*A state court authorized this notice. This is **not** a solicitation from a lawyer.*

- The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of Clinivate, LLC (“Clinivate”), personal information and protected health information stored by Clinivate, including names, Social Security numbers, dates of birth, and other information may have been compromised on or about March 12, 2022 (the “Data Security Incident”). Clinivate maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement. The settlement is not an admission of wrongdoing or an indication that Clinivate has violated any laws.
- If your information was potentially compromised in the Data Security Incident, you are a Settlement Class Member.
- **Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on March 12, 2022 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, and date of birth, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident.**
- **Any Settlement Class Member may submit a Claim for Lost Time for up to four hours of time spent dealing with the Data Breach, at \$30 per hour. To obtain this benefit, Class Members must attest that they spent this time in tasks relating to the Data Incident and provide a written narrative of how that time was spent.**
- **Any Settlement Class Member may submit a Claim for two years of free credit monitoring services.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM DEADLINE: AUGUST 27, 2024	This is the only way for Settlement Class Members to request reimbursement of economic losses or lost time spent related to the Data Security Incident. If you submit a Claim Form, you will give up the right to sue Clinivate in a separate lawsuit about the claims this Settlement resolves.
DO NOTHING	Unless you exclude yourself, you are automatically part of this Settlement. If you are a Settlement Class Member and do not submit a Claim Form, you will not receive anything from the settlement, and you will still give up the right to sue, continue to sue, or be part of another lawsuit against Clinivate about the legal claims resolved by this Settlement.
EXCLUDE YOURSELF DEADLINE: JULY 13, 2024	You will not receive any benefits from the Settlement, but you will not be bound by the terms of the Settlement, if approved by the Court.
OBJECT DEADLINE: JULY 13, 2024	If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Class Counsel’s or the Class Representatives’ requests for Class Counsel fees or Service Awards, respectively.
GO TO A HEARING ON AUGUST 29, 2024	You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still must decide whether to approve the Settlement. No benefits will be provided, or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT WWW.CLINIVATECYBERSETTLEMENT.COM.

TABLE OF CONTENTS

BASIC INFORMATION	3
• Why is this Notice being provided?	3
• What is this lawsuit about?	3
• Why is this a class action?	3
• Why is there a Settlement?	3
WHO IS IN THE SETTLEMENT	3
• How do I know if I am part of the Settlement?	3
• What if I am not sure whether I am included in the Settlement?	3
THE SETTLEMENT BENEFITS	4
• What benefits does the Settlement provide?	4
• Tell me more about enrollment in the Credit Monitoring plan	4
• Tell me more about reimbursement of economic costs.....	4
• Tell me more about filing a claim for Lost Time	4
• Is there a limit on the total amount of recovery for class members?	4
HOW TO GET SETTLEMENT BENEFITS	5
• How can I enroll in the Credit Services?.....	5
• How do I obtain reimbursement of economic costs related to the Data Security Incident?	5
• How do I obtain reimbursement of non-economic injury related to the Data Security Incident?.....	5
• When will I receive my reimbursement payment under the Settlement?.....	5
• What am I giving up as part of the Settlement?	6
THE LAWYERS REPRESENTING YOU	6
• Do I have a lawyer in the case?	6
• How will the lawyers be paid?	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
• What does it mean to exclude myself from the Settlement?	6
• If I exclude myself, can I get anything from this Settlement?	6
• If I do not exclude myself, can I sue later?	6
• How do I exclude myself from the Settlement?	6
OBJECTING TO THE SETTLEMENT	7
• How do I tell the Court if I do not like the Settlement?	7
• What is the difference between objecting and asking to be excluded?.....	7
FINAL APPROVAL HEARING	8
• When and where will the Court decide whether to approve the Settlement?	8
• Do I have to come to the hearing?.....	8
• May I speak at the hearing?	8
IF YOU DO NOTHING	8
• What happens if I do nothing at all?	8
GETTING MORE INFORMATION	8
• How do I get more information about the proposed Settlement?.....	8

BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and Expenses and the Class Representatives' request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Judge Charles S. Treat of the Contra Costa Superior Court is overseeing this action, which is known as *John Doe et al v. Clinivate, LLC*, Civil Action No. C22-01620 ("Lawsuit"). The person that filed the lawsuit is called the "Plaintiff." Clinivate, LLC, is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of Clinivate, LLC ("Clinivate"), personal information and protected health information stored by Clinivate, LLC, including names, Social Security numbers, dates of birth, and other information may have been compromised on or about March 12, 2022.

Plaintiff claims that Clinivate did not adequately protect personal information and that as a result of the Data Security Incident people were harmed. Clinivate denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiff (the class representatives here), together with the people he represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representatives are John Doe, Jane Doe, and Ulysses Navarro.

Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Clinivate. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

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

You are included in the Settlement Class if you are a member of the following:

All persons subject to notification of this settlement, comprised of any person whose personal information, which may include health information, was exposed to unauthorized access as a result of a data security incident affecting Defendant's computer network that occurred on or around March 12, 2022.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class, or have any other questions about the Settlement, call the toll-free number, **1-888-903-1272**.

You also may write with questions to:

**JOHN DOE ET AL V. CLINIVATE, LLC SETTLEMENT ADMINISTRATOR
P.O. BOX 2895
Portland, OR 97208-2895**

or go to www.ClinivateCyberSettlement.com.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

Clinivate will provide Settlement Class Members the following benefits under the Settlement: (1) the ability to immediately enroll in credit monitoring and identity restoration services for a period of two years (available to all persons potentially affected by the Data Security Incident, including persons who exclude themselves from the settlement); (2) any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member; and (3) Settlement Class Members may submit a Claim for Lost Time for up to four hours of time spent dealing with the Data Security Incident at \$30 per hour.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.ClinivateCyberSettlement.com.

Tell me more about enrollment in the Credit Monitoring plan.

All persons potentially affected by the Data Security Incident, including Settlement Class Members or persons who excluded themselves from the settlement are entitled to enroll in free credit monitoring and identity restoration services (“Credit Services”) provided by a national service provider for a period of two years, which will begin upon timely activation by the Class Member. A Class Member may obtain credit monitoring services in addition to receiving any of the other benefits set forth below.

Credit Services Include:

- Credit Monitoring: Credit monitoring of Class Members’ credit file for U.S. residents at all 3 major credit reporting agencies;
- Fraud Alerts
- Identity Restoration Services: Provide professional fraud resolution assistance to Class Members who experience identity theft or fraud. This includes assistance with disputing transactions, implementing fraud alerts, negotiating with banks, creditors, the IRS and other third parties, and preparing paperwork.

Tell me more about reimbursement of economic costs.

Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Data Security Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred on March 12, 2022 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Data Security Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Data Security Incident (i.e., name, address, Social Security number, and date of birth, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Data Security Incident. Any Settlement Class Member whose Reimbursement Claim is rejected for failure to submit a claim within required time period may not submit a Claim for reimbursement under this process.

Settlement Class Members seeking an award under this Agreement must complete and submit a written Claim Form to the Claims Administrator, postmarked or submitted electronically on or before the Claims Filing Deadline. The Claim Form must: (a) be signed by the Settlement Class Member under the penalty of perjury, and (b) provide appropriate documentation where required by the Claim Form. Failure to provide supporting documentation as requested on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim.

Tell me more about filing a claim for Lost Time.

A Settlement Class Member who has spent time related to the Data Security Incident may submit a claim for compensation of up to four hours of time, at an amount of \$30 per hour. In order to make a valid claim, every Settlement Class Member will need to attest under penalty of perjury as to the hours that they spent dealing with the Data Security Incident.

Is there a limit on the total amount of recovery for class members?

Yes. If the total amount of the claims submitted exceed \$175,000, then the value of the monetary claims (not including the credit monitoring services) will be reduced on a pro rata basis across all claims submitted.

HOW TO GET SETTLEMENT BENEFITS

How can I enroll in the Credit Services?

To receive the Credit Services from Clinivate, any person potentially affected by the Data Security Incident must make a claim. This claim may be made in addition to other forms of compensation available under the settlement. A Settlement Class member seeking to make a claim for credit monitoring services will be asked to provide information necessary for the credit monitoring service to enroll the Class Member in the service. Upon receiving the claim form, the Settlement Administrator shall pass the information on to the credit monitoring service, and the Settlement Class Member shall be enrolled.

How do I obtain reimbursement of economic costs related to the Data Security Incident?

For reimbursement of documented Economic Losses related to the Data Security Incident that have not been reimbursed by any other third party, up to an aggregate total of \$5,000.00 in reimbursement per Settlement Class Member, submit a Reimbursement Claim and provide documentation proving the economic costs as described above. You can get the Claim Form at www.ClinivateCyberSettlement.com or by calling **1-888-903-1272**. For each Claim Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **August 27, 2024**, to:

**CLINIVATE DATA BREACH SETTLEMENT ADMINISTRATOR
P.O. BOX 2895
Portland, OR 97208-2895**

If you have questions about how to file a claim, call **1-888-903-1272** or go to www.ClinivateCyberSettlement.com.

The Claim Form must: (a) be signed by the Settlement Class Member under the penalty of perjury, and (b) provide appropriate documentation where required by the Claim Form. Failure to provide supporting documentation as requested on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim.

How do I obtain reimbursement of non-economic injury related to the Data Security Incident?

For reimbursement of non-Economic Injury related to the Data Security Incident, for up to four hours of time at \$30 per hour, you must submit a claim form. You can get the Claim Form at www.ClinivateCyberSettlement.com or by calling **1-888-903-1272**. You must read the instructions on the form carefully, fill out the form completely, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **August 27, 2024**, to:

**CLINIVATE DATA BREACH SETTLEMENT ADMINISTRATOR
P.O. BOX 2895
Portland, OR 97208-2895**

If you have questions about how to file a claim, call **1-888-903-1272** or go to www.ClinivateCyberSettlement.com.

When will I receive my reimbursement payment under the Settlement?

If you file a timely and valid Claim Form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim. The Settlement Administrator will then issue a final decision on your claim.

Please ensure you provide a current, valid email address with your claim submission. If the email address you include with your Claim Form changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email notifying you of your Settlement Payment, you will be provided with a number of digital payment options such as debit card, PayPal, or a credit on Amazon.com, to immediately receive your Settlement Payment. At that time, you will also have the option to request that a paper check be mailed to you at the address provided in your Claim Form.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

What am I giving up as part of the Settlement?

Unless you exclude yourself, you cannot sue Clinivate or be part of any lawsuit against Clinivate about any of the issues in this Action. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Section 8 of the Settlement Agreement. You will be releasing your claims against Clinivate and all related people as described in Section 8.

The Settlement Agreement is available at www.ClinivateCyberSettlement.com or by calling **1-888-903-1272**. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firms of Meyer Wilson and Cole & Van Note, to represent you and the Settlement Class. These firms are called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel will ask the Court for Clinivate to pay for reasonable attorneys’ fees and expenses of up to \$175,000, and a Class Representative service award not to exceed \$3,500. The Court will decide the amount of attorneys’ fees, expenses, and service awards. Any attorneys’ fees, expenses, and service awards approved will be paid by Clinivate and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue Clinivate about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called “opting out” of the Settlement.

If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

If I do not exclude myself, can I sue later?

No. If you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue Clinivate for all of the claims that this proposed Settlement resolves.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator’s designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *John Doe et al v. Clinivate, LLC*, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by July 13, 2024 and mailed to:

**CLINIVATE DATA BREACH SETTLEMENT ADMINISTRATOR
P.O. BOX 2895
Portland, OR 97208-2895**

You cannot ask to be excluded on the phone or by email.

OBJECTING TO THE SETTLEMENT

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees and expenses, and/or the Settlement Class Representative's request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. Your full name, address, telephone number and e-mail address;
2. Information identifying you as a Settlement Class Member including proof that you are a member of the Settlement Class;
3. A statement as to whether your objection applies only to you, to a specific subset of the Settlement Class or to the entire Class;
4. A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe applicable;
5. The identity of any counsel representing you;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
8. Your signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Clerk of the Court, Contra Costa Superior Court, 725 Court Street, Martinez, CA 94553 or; (b) filing the objection in person at Contra Costa Superior Court, 725 Court Street, Martinez, CA 94553. Copies of objection letter must be sent to:

Plaintiff's Counsel	Defendant's Counsel
Matthew R. Wilson, Esq. Michael J. Boyle, Jr. Esq. MEYER WILSON CO., LPA 305 W Nationwide Blvd. Columbus, OH 43215 Scott Edward Cole, Esq. Laura Van Note, Esq. COLE & VAN NOTE 555 12 th Street, Suite 2100 Oakland, California 94607	Jennifer S. Stegmaier Anjali C. Das WILSON ELSER MOSKOWITZ EDELMAN DICKER LLP 55 West Monroe Street Suite 3800 Chicago, Illinois 60603

Mailed objections must be filed or postmarked on or before the Objection Deadline, which is **July 13, 2024**.

What is the difference between objecting and asking to be excluded?

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **9:00 a.m.**, on **August 29, 2024**, at the Contra Costa Superior Court, 725 Court Street, Martinez, CA 94553. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees and expenses, and the service awards. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class Counsel as fees and expenses, and the service award. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, so if you wish to attend, it is recommended that you periodically check www.ClinivateCyberSettlement.com to confirm the date of the Final Approval Hearing.

Do I have to come to the hearing?

You do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the hearing?

Yes, you may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted above regarding how to object to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you are a Settlement Class Member and you otherwise do nothing, you will be legally bound by the Settlement, but you will not receive any benefits related to the Data Security Incident. You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against Clinivate about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described above.

GETTING MORE INFORMATION

How do I get more information about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.ClinivateCyberSettlement.com. You also may write with questions to the Settlement Administrator, at:

**CLINIVATE DATA BREACH SETTLEMENT ADMINISTRATOR
P.O. BOX 2895
Portland, OR 97208-2895**

You can access Claim Forms and review additional documents on the Settlement Website. You can also request to receive a Claim Form, a copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, **1-888-903-1272**.