

If your personal information was maintained on a CodeMetro database server during the April 2020 data incident you may be entitled to benefits from a class action settlement.

*A California Superior Court authorized this Notice.
This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A Settlement has been proposed in a class action lawsuit against CodeMetro, Inc. (“CodeMetro” or “Defendant”) relating to a Data Incident where unauthorized person(s) allegedly intruded into a database server and deployed tools to copy and remove some data illegally. That database server contained patient information and information for employees of certain providers, and may have included confidential protected health information and personally identifiable information (together “PHI/PII”). The patient information may have included: (1) information to identify and contact the patient (such as patient name, patient picture, parent/legal guardian name, guarantor name, address, email address, phone number, date of birth, gender, and ethnicity); (2) school information (such as school name, Individualized Education Program (IEP) start and review dates, assessment and psychological evaluation dates, and eligibility type (type of behavioral or developmental condition or impairment)); (3) health insurance information (such as payer name, payer contract dates, policy information including type and deductible amount, and policy ID number); and (4) medical information (such as dates of enrollment with an ABA provider’s services, authorized services, allotted time/number of sessions, diagnostic codes and modifiers, charge/reimbursement rates, outcomes, and provider names). For patients covered under TRICARE, the health insurance ID number may be a guarantor/legal guardian’s Social Security number.
- If your PHI/PII was maintained on CodeMetro’s database server and included in the Data Incident, you are a “Settlement Class Member.”
- The Settlement provides Settlement Class Members with their choice of only one of three options: (1) a cash payment *estimated* to be in the range of \$132 (California residents) or \$66 (non-California residents); (2) up to \$250 reimbursement of certain expenses; or (3) up to \$3,500 reimbursement of certain losses due to fraudulent activity or unauthorized charges. The Settlement also makes a Protection Plan (consisting of credit monitoring, dark web monitoring, Proactive Fraud Assistance; \$1,000,000 insurance coverage for reimbursement of losses attributable to the Data Incident, and Identity Theft and Fraud Resolution Services) available to Settlement Class Members whose Social Security number was included in the Data Incident.
- Your legal rights are affected regardless of whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get one of the benefits from this Settlement. The deadline to submit a Claim Form is November 2, 2021 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a Settlement benefit. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement. The deadline to exclude yourself from the Settlement is August 13, 2021 .
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement. The deadline to object is August 13, 2021 .
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get a benefit from this Settlement and you will give up certain legal rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.CMsettlement.com, or call 1-800-670-6527.
- 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 4

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 4

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?
- 7. I am still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE 5

- 8. What does the Settlement provide?
- 9. What is the Cash Option?
- 10. What is the Reimbursement of Expenses Option?
- 11. What is the Reimbursement of Fraudulent and Unauthorized Charges Option?
- 12. What is the Protection Plan?

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM PAGE 7

- 13. How do I get a Settlement benefit?
- 14. When will I get my Settlement benefit?
- 15. What am I giving up to get a Settlement benefit or stay in the Settlement?
- 16. What are the Released Claims?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 8

- 17. How do I opt out of the Settlement?
- 18. If I exclude myself, can I still get a benefit from the Settlement?
- 19. If I do not exclude myself, can I sue the Defendant for the same issue later?

THE LAWYERS REPRESENTING YOU PAGE 8

- 20. Do I have a lawyer in this case?
- 21. How will Co-Lead Settlement Class Counsel be paid?

OBJECTING TO THE SETTLEMENT PAGE 8

- 22. How do I tell the Court that I do not agree with the Settlement?
- 23. What is the difference between objecting to and excluding myself from the Settlement?

THE COURT’S FINAL FAIRNESS HEARING PAGE 9

- 24. When and where will the Court decide whether to approve the Settlement?
- 25. Do I have to attend the Final Fairness Hearing?
- 26. May I speak at the Final Fairness Hearing?

IF YOU DO NOTHING PAGE 10

- 27. What happens if I do nothing?

OBTAINING MORE INFORMATION..... PAGE 10

- 28. Are more details about the Settlement available?
- 29. How do I get more information?

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. 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 Court in charge of this case is the Superior Court of the State of California, County of San Diego – Central Division. The case is known as *Lozano v. CodeMetro, Inc.*, Case No. 37-2020-00022701-CU-MC-CTL (the “Action”). The person who filed the lawsuit is called the Plaintiff, and the company they sued, CodeMetro, Inc., is called the Defendant.

2. What is this lawsuit about?

The Plaintiff claims that CodeMetro failed to implement and maintain reasonable security measures to protect patients’ confidential PHI/PII in its possession. Plaintiffs also claim that CodeMetro knew or should have known the risks of collecting and storing PHI/PII, as well as the importance of maintaining secure systems, and should have identified the vulnerabilities in order to prevent the Data Incident from occurring.

CodeMetro has and continues to deny all claims made in the Action, as well as all charges of wrongdoing or liability.

3. What is a class action?

In a class action, one or more people called Representative Plaintiffs sue on behalf of people who have similar claims. Together, all these people are called a Class, Class Members or Settlement Class Members. One Court and one judge—in this case, California Superior Court Judge John S. Meyer—resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, the Plaintiff negotiated a Settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Representative Plaintiff, Juan C. Lozano, and attorneys for the Settlement Class Members agree the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if your PHI/PII was maintained on CodeMetro’s database server and was included in the Data Incident.

In June 2020, CodeMetro sent letters to Settlement Class Members informing them that on April 21, 2020, CodeMetro suffered a ransomware attack and that, prior to deploying the ransomware, the criminals were potentially able to gain access to a database server containing Settlement Class Members PHI/PII.

QUESTIONS? CALL 1-800-670-6527 TOLL-FREE OR VISIT WWW.CMSETTLEMENT.COM

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

Yes. Excluded from the Settlement are officers, directors, employees, principals, affiliated entities, controlling entities, agents or other affiliates of CodeMetro, and the Judge(s) assigned to the Action and members of their immediate families.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can contact the Settlement Administrator by calling 1-800-670-6527, by emailing info@CMsettlement.com, by visiting the website www.CMsettlement.com or by writing to:

CodeMetro Settlement Administrator
PO Box 2359
Portland, OR 97208-2359

You can complete and submit a Claim Form to see if you qualify for a Settlement Benefit.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides all Settlement Class Members with their choice of one of: (1) a Cash payment, **or** (2) Reimbursement of Expenses, **or** (3) Reimbursement of Fraudulent or Unauthorized Charges. The Settlement also makes a Protection Plan available to Settlement Class Members whose Social Security number was part of the Data Incident.

CodeMetro has agreed to pay \$850,000 in the aggregate into a Settlement Fund. After deducting the costs of notice and settlement administration, Court-approved attorneys' fees, costs and expenses, and a Representative Plaintiff service award, the net Settlement Fund will be used to pay Settlement Class Members who submit a valid Claim Form requesting a Cash payment, Reimbursement of Expenses, or Reimbursement of Fraudulent or Unauthorized Charges, as well as to cover the costs of providing the Protection Plan to qualifying Settlement Class Members selecting that option.

9. What is the Cash Option?

The amount a Settlement Class Member receives under the Cash Option depends on the state in which they reside. Each Settlement Class Member who submits a valid Claim Form and selects the Cash Option will receive a cash payment *estimated* to be in the range of \$132 (California residents) or \$66 (non-California residents).

The value of Cash Option claims will be determined as follows: (1) after attorneys' fees, costs, and expenses, notice and administration costs, the Representative Plaintiff service award, costs associated with the Protection Plan option, and valid claims for the Reimbursement of Expenses Option and Reimbursement of Fraudulent and Unauthorized Charges Option are deducted from the Settlement Fund, (2) then the remaining amount will be divided among Cash Option claimants such that claimants who reside in California receive an amount that is twice the amount received by claimants residing in other states, and the fund is exhausted.

Settlement Class Members selecting the Cash Option are not eligible to receive a payment under the Reimbursement of Expenses Option or Reimbursement of Fraudulent or Unauthorized Charges Option.

10. What is the Reimbursement of Expenses Option?

Each Settlement Class Member who submits a valid Claim Form and selects the Reimbursement of Expenses Option will receive up to \$250 as reimbursement of certain documented expenses actually incurred as a result of the Data Incident, which were not reimbursed by insurance or another third party.

The following losses and expenses are eligible for reimbursement, required documentation must be provided with the Claim Form:

- Documented Time—up to \$20 per hour for a maximum of 4 hours (\$80 total)—associated with visits and calls required to correct issues directly related to the Data Incident.
- Out-of-pocket costs directly related to the Data Incident, such as the costs associated with purchasing police reports, late charges, overdraft fees or other fees, as well as other similar expenses directly related to the Data Incident and expended in good faith (which will be at the Settlement Administrator’s discretion to determine).

Settlement Class Members selecting the Reimbursement of Expenses Option are not eligible to receive a payment under the Cash Option or Reimbursement of Fraudulent or Unauthorized Charges Option.

11. What is the Reimbursement of Fraudulent and Unauthorized Charges Option?

Each Settlement Class Member who submits a valid Claim Form and selects the Reimbursement of Fraudulent and Unauthorized Charges Option will receive reimbursement of actual unreimbursed losses due to fraudulent activity or unauthorized charges that were likely caused by the Data Incident and not reimbursed by insurance or another third party, not to exceed \$3,500 per Settlement Class Member.

To receive a payment under the Reimbursement of Fraudulent and Unauthorized Charges Option, a Settlement Class Member must submit reasonable documentation in support of their Claim Form showing the actual unreimbursed losses claimed were more likely than not caused by the Data Incident.

Settlement Class Members selecting the Reimbursement of Fraudulent or Unauthorized Charges Option are not eligible to receive a payment under the Cash Option or Reimbursement of Expenses Option.

12. What is the Protection Plan?

Each Settlement Class Member whose Social Security number was included in data involved in the Data Incident and who submits a valid Claim Form selecting the Protection Plan will receive, free-of-charge, a two-year subscription to CyberScout Package 3 (but only one additional year if CodeMetro’s prior one-year offer of credit monitoring was previously accepted by the Settlement Class Member) to include (i) single-bureau credit monitoring (ii) dark web monitoring; (iii) Proactive Fraud Assistance; (iv) \$1,000,000 insurance coverage for reimbursement of losses attributable to the Data Incident, which shall commence upon enrollment; and (v) Identity Theft and Fraud Resolution Services.

The Protection Plan will begin and run from the date the Settlement Class Member activates the Protection Plan, and the activation code will not expire until 12 months after the date the Settlement Class Member receives the activation code.

Qualifying Settlement Class Members selecting the Protection Plan can also request a Cash payment, Reimbursement of Expenses, or Reimbursement of Fraudulent and Unauthorized Charges.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How do I get a Settlement benefit?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Claim Forms are available on the Settlement Website at www.CMsettlement.com. Claim Forms are also available by calling 1-800-670-6527 or by writing to:

CodeMetro Settlement Administrator
PO Box 2359
Portland, OR 97208-2359

The Claim Form must be submitted at www.CMsettlement.com on or before 11:59 p.m. (Pacific) on **November 2, 2021** or by mail and **postmarked by November 2, 2021**.

14. When will I get my Settlement benefit?

The Court will hold a Final Fairness Hearing at 10:30 a.m. on **September 3, 2021** to decide whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to those who have asked to speak at the hearing if the request has been properly made. The Court will also consider the request for an award of attorneys' fees, costs, and expenses, as well as the request for a Representative Plaintiff service award. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them as well as processing all Claim Forms can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

The date or location of the Final Fairness Hearing may change without further notice. You should check the Settlement Website at www.CMsettlement.com to confirm the date and location have not been changed.

15. What am I giving up to get a Settlement benefit or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will automatically release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against CodeMetro about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below. You may exclude yourself from the Settlement (*see* Questions 17–19). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims.

16. What are the Released Claims?

"Released Claims" means any and all Claims asserted against any of the Released Persons based on the allegations, facts, or circumstances alleged in the Litigation, including without limitation the Data Incident, and also all judgments, liens, indebtedness, losses, claims, liabilities, actions, demands, rights, suits, and causes of action of whatever kind or nature against the Released Persons, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity directly or indirectly arising out of, relating to, or in any way connected with, the Data Incident, which have been asserted or which could have been asserted by Representative Plaintiff or any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Incident or the allegations, facts, or circumstances described in the Litigation, whether in federal court, state court or any other forum. Released Claims shall include Unknown Claims, but shall not include the right of any Settlement Class Member or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Litigation, including, but not limited to, claims for personal injury.

QUESTIONS? CALL 1-800-670-6527 TOLL-FREE OR VISIT WWW.CMSETTLEMENT.COM

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement reached in *Lozano v. CodeMetro, Inc.*, Case No. 37-2020-00022701 (Cal. Super. Ct., Cnty. of San Diego). Your letter must also include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **August 13, 2021** to:

CodeMetro Settlement Administrator
Exclusions
PO Box 2359
Portland, OR 97208-2359

18. If I exclude myself, can I still get a benefit from the Settlement?

No. If you exclude yourself from the Settlement you cannot receive any benefits from the Settlement. If you exclude yourself, do not send in a Claim Form to ask for a Settlement benefit because you will no longer be eligible.

19. If I do not exclude myself, can I sue the Defendant for the same issue later?

No. If you remain in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed Ben Barnow of Barnow and Associates, P.C., and Timothy G. Blood of Blood Hurst & O'Reardon LLP to represent you and other Settlement Class Members. These lawyers are called Co-Lead Settlement Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will Co-Lead Settlement Class Counsel be paid?

If the Settlement is approved and becomes final, Co-Lead Settlement Class Counsel will ask the Court to award attorneys' fees in the amount of \$283,333, reimbursement of costs and expenses, and a service award to Representative Plaintiff in the amount of \$2,500. If approved, these amounts will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with part or the entirety of the Settlement.

22. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not agree with a part or the entirety of the Settlement. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and you must also mail copies to Co-Lead Settlement Class Counsel and Counsel for CodeMetro a written notice stating that you object to the Settlement in *Lozano v. CodeMetro, Inc.*, Case No. 37-2020-00022701.

QUESTIONS? CALL 1-800-670-6527 TOLL-FREE OR VISIT WWW.CMSETTLEMENT.COM

Your objection must include:

- 1) Your full name, address, telephone number, and email address;
- 2) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
- 3) A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- 4) The identity of all counsel representing you;
- 5) The identity of all counsel representing your who may appear at the Final Fairness Hearing;
- 6) All other cases in which you (directly or through counsel) or your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement, has been a named plaintiff in any class action, or has served as lead plaintiff class counsel, including the case name, court, and docket number for each;
- 7) A certificate of good standing from the highest court of the state in which your counsel is admitted to practice law;
- 8) Documents sufficient to show the results of any sanctions, investigations, or disciplinary proceedings against your counsel;
- 9) A list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- 10) A statement confirming whether you intend to personally appear or testify at the Final Fairness Hearing; and
- 11) Your signature or the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Your objection must be filed with the Clerk of the San Diego Superior Court, 330 West Broadway, San Diego, California, 92101, by **August 13, 2021**. You must also mail copies of your objection to one of Co-Lead Settlement Class Counsel and Counsel for CodeMetro postmarked no later than **August 13, 2021**, at the addresses below.

<i>One of Co-Lead Settlement Class Counsel:</i> Ben Barnow Barnow and Associates, P.C. 205 West Randolph Street, Suite 1630 Chicago, IL 60606	<i>Counsel for CodeMetro:</i> Mark Mao Boies Schiller Flexner LLP 44 Montgomery Street, 41st Floor San Francisco, CA 94104
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23. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at 10:30 a.m. on **September 3, 2021**, at the San Diego County Superior Court in Department 64, located at 330 West Broadway, San Diego, California 92101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and

QUESTIONS? CALL 1-800-670-6527 TOLL-FREE OR VISIT WWW.CMSETTLEMENT.COM

adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 22). The Court will also decide whether to approve payments of fees, costs, and expenses to Co-Lead Settlement Class Counsel, and a service award to the Representative Plaintiff.

25. Do I have to attend the Final Fairness Hearing?

No. Co-Lead Settlement Class Counsel will answer any questions the Court may have. But you are welcome to attend at your own expense. If you file an objection, you do not have to appear in Court to discuss it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Persons about the issues resolved by this Settlement and released by the Settlement Agreement.

OBTAINING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.CMsettlement.com or by writing to:

CodeMetro Settlement Administrator
PO Box 2359
Portland, OR 97208-2359

29. How do I get more information?

Go to www.CMsettlement.com, call 1-800-670-6527, email info@CMsettlement.com or write to:

CodeMetro Settlement Administrator
PO Box 2359
Portland, OR 97208-2359

*Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Action.*

DATED: May 21, 2021

BY ORDER OF THE COURT
CALIFORNIA SUPERIOR COURT
COUNTY OF SAN DIEGO

QUESTIONS? CALL 1-800-670-6527 TOLL-FREE OR VISIT WWW.CMSETTLEMENT.COM