

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOHN DOE, JOHN DOE II, JOHN DOE III,
JANE DOE, JANE DOE II, JANE DOE III,
JANE DOE IV, JANE DOE V, and ALEXIS
SUTTER, Individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KAISER FOUNDATION HEALTH PLAN,
INC., KAISER FOUNDATION HOSPITALS,
and KAISER FOUNDATION HEALTH
PLAN OF WASHINGTON,

Defendants.

Civil Action No. 3:23-cv-02865-EMC

Hon. Edward M. Chen

LEGAL NOTICE BY ORDER OF
THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION
AND FAIRNESS HEARING

**IF YOU WERE A KAISER PERMANENTE MEMBER WHO ACCESSED
THE AUTHENTICATED PAGES OF THE KAISER PERMANENTE
WEBSITES OR MOBILE APPLICATIONS FROM NOVEMBER 2017 TO
MAY 2024, YOU COULD GET A PAYMENT CURRENTLY ESTIMATED
TO RANGE BETWEEN \$20 AND \$40 FROM THE PROPOSED
SETTLEMENT OF A CLASS ACTION LAWSUIT.**

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned class action (“Action”) if you were a Kaiser Permanente Member in California, Colorado, Georgia, Hawaii, Maryland, Oregon, Virginia, Washington, or the District

of Columbia who accessed the authenticated pages of the Kaiser Permanente websites or mobile applications from November 2017 to May 2024 (“Settlement Class”).¹

NOTICE OF PROPOSED SETTLEMENT: Please also be advised that Plaintiffs have reached a proposed settlement (“Settlement”) of the Action with Kaiser Foundation Health Plan, Inc. for \$46 million with the possibility of up to \$47.5 million. If approved by the Court, the Settlement will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

- **Statement of the Settlement Class’s Recovery:** The Settlement will resolve a lawsuit over whether Kaiser Foundation Health Plan, Inc.’s use of third-party technology on the Kaiser Permanente websites and mobile applications violated certain state laws and statutes. Subject to Court approval, Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a cash payment of \$46 million (“Settlement Amount”) to be deposited into an escrow account. The Settlement Amount may be increased, but in no event will it exceed forty-seven million and five hundred thousand dollars (\$47,500,000.00), depending on certain conditions of the confidential Supplemental Agreement. The amount of the Settlement Amount that remains after (1) payment of the costs of providing notice and administering the Settlement² and (2) attorneys’ fees, litigation costs, and Plaintiffs’ service awards³ (if authorized by the Court) will be distributed to Settlement Class Members who complete and submit a Claim. Payments to eligible Settlement Class Members will be made in accordance with the proposed Plan of Allocation, which is available for review at www.KaiserPrivacySettlement.com, and generally provides that the Net Settlement Fund will be distributed on a pro rata basis based on the number of other Settlement Class Members who submit valid Claim Forms and the amount of the Net Settlement Fund that remains after deducting any attorneys’ fees, costs and expenses as authorized by the Court.
- **Reasons for the Settlement:** Kaiser Foundation Health Plan, Inc. denies all of Plaintiffs’ claims, but has agreed to the Settlement to resolve the class action case to end the burden, expense, and uncertainty of further litigation. The Settlement is not an admission by Defendant. For Plaintiffs, the principal reason for the Settlement is the guaranteed cash benefit for the Settlement Class without the risks, delays, and costs of further litigation.

¹ All capitalized terms not defined in this Notice have the meanings provided in the Parties’ Amended Stipulation of Settlement dated December 1, 2025 (“Stipulation”). The Stipulation can be viewed at www.KaiserPrivacySettlement.com.

² The costs of providing notice and administration of the Settlement, which shall be paid from the Settlement Amount, are estimated to range from approximately \$1.7 million to approximately \$2.4 million based on certain assumptions. This is only an estimated range, however, as the administration has not fully commenced as of the date of this Notice.

³ Class Counsel is seeking attorneys’ fees of up to \$15,675,000 and litigation expenses up to \$900,000. The request for Plaintiffs’ Service Awards is \$40,000 (i.e., \$5,000 each Plaintiff).

- **Summary of Released Claims:** Under the Settlement, Settlement Class Members will release any individual legal claims they may have against Kaiser Foundation Health Plan, Inc. and other released parties arising out of the use, adoption, or incorporation of any third-party web tracking technology on the Kaiser Permanente websites or mobile applications or any other action, allegation, practices, or conduct at issue in the Consolidated Class Action Complaint.
- **Attorneys' Fees and Expenses Sought:** Class Counsel have prosecuted this lawsuit on a wholly contingent basis since its inception in June 2023. For these efforts, Class Counsel will apply to the Court for an award of attorneys' fees in an amount of up to \$15,675,000, not to exceed 33% of the Settlement Amount plus interest. Class Counsel will also apply for litigation costs paid or incurred in connection with the prosecution and resolution of the lawsuit not to exceed \$900,000, as well as service awards in an amount not to exceed \$5,000 for each of the eight named Plaintiffs (for a total amount not to exceed \$40,000). Any attorneys' fees, costs, and expenses authorized by the Court will be paid from the Settlement Amount.
- **Identification of Attorneys' Representatives:** Plaintiffs and the Settlement Class are represented by Melissa L. Yeates, Esq. and Tyler S. Graden, Esq. of Kessler Topaz Meltzer & Check, LLP ("KTMC"), 280 King of Prussia Road, Radnor, PA 19087, 1-610-667-7706, info@ktmc.com, and James E. Cecchi, Esq. and Kevin G. Cooper, Esq. of Carella, Byrne, Cecchi, Brody, & Agnello, P.C. ("Carella Byrne"), 5 Becker Farm Road, Roseland, NJ 07068, 1-973-994-1700, class@carellabyrne.com, who served as interim Class Counsel; and the Law Offices of Robert Mackey and Migliaccio & Rathod LLP, who represented one of the Plaintiffs individually. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Settlement Administrator, Strategic Claims Services, Inc. ("Strategic Claims") at: Kaiser Privacy Breach Settlement, c/o Strategic Claims Services, Inc., P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, 1-855-783-3816, info@KaiserPrivacySettlement.com.
- **These rights and options – and the deadlines to exercise them – are further explained in this Notice. Please Note:** The date and time of the Fairness Hearing – currently scheduled for May 7, 2026 at 1:30 p.m. – is subject to change without further written notice to the Settlement Class. If you plan to attend the Fairness Hearing, you should check the website, www.KaiserPrivacySettlement.com, the Court's PACER site (see Question 17 below), or with Class Counsel to confirm that no change to the date and/or time of the hearing has been made.

YOU ARE ENCOURAGED TO MONITOR THE WEBSITE FOR IMPORTANT UPDATES REGARDING THE SETTLEMENT.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR SETTLEMENT | |
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| REMAIN A MEMBER OF THE SETTLEMENT CLASS | To remain a Settlement Class Member, you do not need to do anything. You |

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| <p>SUBMIT A CLAIM TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT</p> | <p>automatically will be included in the Settlement Class.</p> <p>If you are a Settlement Class Member and wish to be eligible for a payment from the Settlement, you must submit a valid Claim Form by March 12, 2026. Your portion of the Net Settlement Fund will be calculated on a <i>pro rata</i> basis based on the number of other Settlement Class Members who submit valid Claim Forms and the amount of the Net Settlement Fund that remains after deducting any attorneys' fees, costs and expenses as authorized by the Court.</p> <p>If you remain in the Settlement Class, you will give up your right to sue Kaiser Foundation Health Plan, Inc. and other released parties for claims arising out of the subject matter of the lawsuit.</p> |
| <p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS: SUBMIT A REQUEST FOR EXCLUSION</p> | <p>You may request exclusion from the Settlement Class (also known as "opting out") by notifying the Settlement Administrator of your request to be excluded from the Settlement Class. The procedures for how to request exclusion are discussed below in the response to Question 8. Request(s) for exclusion must be submitted electronically via the Settlement website or mailed (postmarked) no later than March 12, 2026.</p> <p>If you exclude yourself from the Settlement Class, you will not release your claims against Kaiser Foundation Health Plan, Inc. or the released parties, and you will not be bound by any judgments or orders of the Court as to the Settlement. If you exclude yourself, you will not be eligible to receive a payment from the Settlement, nor will you be able to object to the Settlement.</p> |
| <p>OBJECT TO THE SETTLEMENT</p> | <p>To object to or comment on the Settlement, you must file or mail the appropriate papers to the Court, in accordance with the procedures set forth in the response to Question 10. Your written objection must be filed or mailed (postmarked) no later than March 12, 2026.</p> |

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|------------------------|---|
| | If you object to the Settlement, you will remain a member of the Settlement Class and must still submit a claim form to be issued a payment. |
| GO TO A HEARING | <p>The Court will hold a Fairness Hearing on May 7, 2026, at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Courtroom 5 – 17th Floor, San Francisco, CA 94102, to consider whether the Settlement is fair, reasonable, and adequate. The Court may also consider the motion for Class Counsel’s attorneys’ fees, costs, and expenses, and for service awards to Plaintiffs.</p> <p>If you want to speak at the Fairness Hearing, you must let the Court and the Parties know by March 12, 2026, and provide the Court and the Parties with a letter stating that you intend to appear at the hearing in accordance with the procedures set forth in the response to Question 16. You cannot speak at the hearing if you opt out of the Settlement Class.</p> |

BASIC INFORMATION

1. WHAT IS THE PURPOSE OF THIS NOTICE AND WHAT IS THIS LAWSUIT ABOUT?

A federal Court authorized this Notice to inform potential Settlement Class Members about the Action and the proposed Settlement, as well as their options related to it before the Court decides whether to approve the Settlement. Furthermore, Settlement Class Members have the right to understand how the Action may generally affect their legal rights.

This Notice explains the Action, the Settlement, Settlement Class Members’ legal rights, what benefits are available under the Settlement, who is eligible for the benefits, and how to get the benefits.

The Action is a class action lawsuit known as ***John Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.***, Case No. 3:23-cv-02865-EMC (N.D. Cal.) against Kaiser Foundation Health Plan, Inc. and certain related entities. Judge Edward M. Chen of the United States District Court for the Northern District of California is presiding over the Action and will determine whether to grant final approval to the Settlement. The issuance of this Notice does not reflect any opinion by the Court concerning the merits of any claim in the Action. Should the Court approve the Settlement and the Plan of Allocation (or some other allocation method), the Settlement Administrator will

distribute payments to eligible Settlement Class Members after any objections and appeals have been resolved.

In the Action, Plaintiffs assert claims against Defendant for (1) Violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 *et seq.*; (2) Violation of the California Invasion of Privacy Act, Cal. Pen. Code §§ 630 *et seq.*; (3) Common Law Invasion of Privacy—Intrusion Upon Seclusion; (4) Invasion of Privacy in Violation of the California Constitution, Art. 1, § 1; (5) Breach of Express Contract; (6) Breach of Implied Contract; (7) Negligence; (8) Violation of the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56.10 *et seq.*; (9) Statutory Larceny Through False Pretenses, Cal. Pen. Code §§ 484, 496; (10) Violation of the District of Columbia Consumer Protection Procedures Act; (11) Violation of the Georgia Computer Systems Protection Act, Ga. Code Ann. § 16-9-93; (12) Violation of the Georgia Insurance and Information Privacy Protection Act, Ga. Code Ann. §§ 33-39-1 *et seq.*; (13) Violation of the Maryland Wiretapping and Electronic Surveillance Act, Md. Code. Ann., Jud. Proc. §§ 10-401 *et seq.*; (14) Violation of the Oregon Unlawful Trade Practices Act., Or. Rev. Stat. §§ 646.605 *et seq.*; (15) Violation of the Virginia Computer Crimes Act, Va. Code Ann. §§ 18.2-152.1 *et seq.*; (16) Violation of the Virginia Insurance Information and Privacy Protection Act, Va. Code Ann. §§ 38.2-600 *et seq.*; (17) Violation of the Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86 *et seq.*; (18) Violation of the Washington Privacy Act, Wash. Rev. Code §§ 9.73 *et seq.*; (19) Violation of the Washington Health Care Information Act, Wash. Rev. Code §§ 70.02.005 *et seq.*; (20) Violation of the District of Columbia Consumer Security Breach Notification Act, D.C. Code §§ 28-3851 *et seq.*, and Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*; (21) Violation of the Maryland Personal Information Protection Act, Md. Code Ann. Com. Law §§ 14-3501 *et seq.*, and Consumer Protection Act, Md. Code Ann. Com. Law §§ 13-101 *et seq.*; and (22) Violation of the Washington Data Breach Act, Wash. Rev. Code §§ 19.255.005 *et seq.*

Plaintiffs, who are members of Defendant’s health plans, used Defendant’s websites and mobile applications. Plaintiffs allege that Defendant disclosed confidential personal information while navigating these websites and mobile applications due to third-party software code. Defendant, however, firmly denies these allegations, asserting that it has fully complied with the law and has not engaged in any wrongdoing. Defendant also denies that Plaintiffs have suffered any damages arising from the Action.

Plaintiffs filed their initial complaint on June 9, 2023, followed by their first amended complaint (“FAC”) on September 15, 2023. On November 14, 2023, defendants filed a Motion to Compel Arbitration of Plaintiffs’ claims and a Motion to Dismiss the FAC. Plaintiffs responded to the motions on January 15, 2024. On April 11, 2024, the Court denied in part and granted in part defendants’ Motion to Dismiss the FAC.

On May 9, 2024, Plaintiffs filed their Second Amended Complaint (“SAC”). On July 3, 2024, defendants filed a Motion to Compel Arbitration and a Motion to Dismiss the SAC. Plaintiffs opposed these motions on August 22, 2024. Defendants’ motions were effectively set aside following the consolidation of two related cases with the Action, leading to a consolidated amended complaint. Additionally, KTMC and Carella Byrne moved for appointment as co-lead counsel pursuant to Rule 23(g) on June 7, 2024, and the Court appointed them as Interim Co-Lead Class Counsel on August 27, 2024.

On December 6, 2024, Plaintiffs filed their operative Amended Master Consolidated Complaint (“CMCAC”). Defendants responded by filing their third Motion to Compel Arbitration and Request to Stay, along with a Motion to Dismiss the CMCAC, on January 28, 2025. Plaintiffs opposed these motions on March 4, 2025. On April 13, 2025, the Court granted defendants’ Motion to Compel Arbitration and Request to Stay. Defendants’ third Motion to Dismiss was pending when the Parties reached the Settlement.

On October 1 and 2, 2024, the Parties met with a mediator, retired U.S. District Judge for the Northern District of Illinois, Hon. Wayne R. Anderson, to discuss a potential settlement for the Action. Those discussions did not result in a mediated resolution. On May 13, 2025, the Parties met with another mediator, retired U.S. District Judge for the Central District of California, Hon. Jay Gandhi, exchanging information on class size, potential relief, and the merits of Plaintiffs’ claims. This mediation was successful, and the Parties entered into the Amended Stipulation on December 1, 2025.

On December 5, 2025, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to the Settlement Class, and scheduled the Fairness Hearing to consider whether to grant final approval of the Settlement.

2. WHY IS THIS CASE A CLASS ACTION?

In a class action lawsuit, a “class representative” or “class representatives” (in this case, Plaintiffs) sue on behalf of people who have similar claims. Together, the class representative, or class representatives, and the others with similar claims are called a “class” or “class members.” The class representatives in this case are John Doe, John Doe II, Jane Doe, Jane Doe II, Jane Doe III, Jane Doe IV, Jane Doe V, and Alexis Sutter. Bringing a case, such as this one, as a class action allows the adjudication of many individuals’ claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out,” from the class.

3. WHY IS THERE A SETTLEMENT?

The Settlement is the result of hard-fought litigation and extensive, arm’s-length negotiations by the Parties. Plaintiffs believe that the claims asserted against Defendant have merit; however, they recognized the substantial risks they faced in successfully obtaining a favorable result for the Settlement Class following continued litigation, trial and through the likely appeals that would follow. In light of these risks, Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement provides a favorable result for the Settlement, namely \$46 million in cash, with the possibility that this amount may be increased, but in no event will it exceed \$47.5 million (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after further litigation.

If there were no Settlement and Plaintiffs failed to establish their claims against Defendant, neither Plaintiffs nor the other Settlement Class Members would recover anything.

THE SETTLEMENT AND PAYMENTS

4. WHO IS A SETTLEMENT CLASS MEMBER?

If you are a member of the Settlement Class, you are subject to the Settlement, unless you request to be excluded. The Settlement Class consists of:

Any and all Kaiser members⁴ in the Kaiser Operating States⁵ who accessed the authenticated pages of the Kaiser Permanente websites or mobile applications listed below from November 2017 to May 2024:

| Websites | |
|---------------------|---|
| | https://wa-member.kaiserpermanente.org https://healthy.kaiserpermanente.org https://mydoctor.kaiserpermanente.org |
| Mobile Applications | |
| | Kaiser Permanente Washington App Kaiser Permanente App My Doctor Online (NCAL Only) App My KP Meds App KP Health Ally App |

Excluded from the Settlement Class are (1) the Judges presiding over the Action, Class Counsel, Sutter Counsel, and immediate members of their families; (2) Kaiser Foundation Health Plan, Inc., its subsidiaries, parent companies, successors, predecessors, and any entity in which the Kaiser Foundation Health Plan, Inc. or its parent has a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit a request for exclusions prior to the Opt-Out Deadline; (4) the successors or assigns of any such excluded Persons; and (5) Kaiser Permanente members Kaiser Permanente Members Who Have Chosen To Arbitrate.⁶

⁴ “Kaiser members” (also referred to in the Stipulation as “Kaiser Permanente members”) means current and former enrollees of the Kaiser Foundation Health Plan or any of its affiliates. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

⁵ “Kaiser Operating States” (also referred to in the Stipulation as Kaiser Permanente Operating States) means California, Colorado, Georgia, Hawaii, Maryland, Oregon, Virginia, Washington, and the District of Columbia. Consolidated Class Action Complaint, ECF No. 271 ¶ 72.

⁶ “Members Who Have Chosen to Arbitrate” means (1) the seventeen (17) current and former Kaiser Permanente members represented by one or more of the Potter Handy, LLP (“Potter Handy”), Milberg Coleman Bryson Phillips Grossman, LLC (“Milberg”), and Bryson Harris Suci & DeMay, PLLC (“Bryson”) law firms; and (2) the four (4) current and former Kaiser Permanente members represented by the Shay Legal, APC and Swigart Law Group, APC law firms.

Please Note: If you are a Settlement Class Member you should have received an email notice (or similar notice by mail). If you are not sure whether you are a member of the Settlement Class, you can contact the Settlement Administrator as set forth in Question 18.

5. WHAT DOES THE SETTLEMENT PROVIDE FOR?

The Settlement has two major parts: (1) payments to Settlement Class Members who submit valid Claims; and (2) a release by Settlement Class Members of any legal claims arising out of Kaiser Foundation Health Plan, Inc.'s use, adoption, or incorporation of any third-party web tracking technology on the Kaiser Permanente websites or mobile applications or any other action, allegation, practices, or conduct at issue in the Consolidated Class Action Complaint.

(1) Payments to Settlement Class Members

Under the Settlement, Defendant will pay \$46 million (as referenced above, the "Settlement Amount"). The Settlement Amount may be increased, but in no event will it exceed forty-seven million and five hundred thousand dollars (\$47,500,000.00), depending on certain conditions of the confidential Supplemental Agreement. The Settlement Amount (plus interest), less notice and administration costs, attorneys' fees and expenses, any service awards to Plaintiffs, and any taxes, is the "Net Settlement Fund." The Settlement Administrator will oversee the distribution of payments from the Net Settlement Fund to Settlement Class Members. The proposed allocation of the Net Settlement Fund to Authorized Claimants (the "Plan of Allocation") is available at www.KaiserPrivacySettlement.com. Under the Plan of Allocation, each Settlement Class Member who submits a valid Claim will receive their Pro-Rata Share of the Net Settlement Fund.

(2) Release of Claims Against Defendant

If you are a Settlement Class Member and choose to remain in the Settlement Class (whether or not you submit a Claim), you, your current and former employees, attorneys, heirs, executors, administrators, agents, legal representatives, conservators, professional corporations, partnerships, assigns, successors, and with respect to minors, parents and guardians, will fully, finally, and forever release, relinquish, and discharge Kaiser Foundation Health Plan, Inc. and its Affiliated Entities from, and shall forever be enjoined from prosecution of Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, Inc., the Southern California Permanente Medical Group, a partnership, Kaiser Permanente Insurance Company, a California corporation, Kaiser Foundation Health Plan of the Northwest, an Oregon corporation, Kaiser Foundation Health Plan of Washington, a Washington corporation, Kaiser Foundation Health Plan of Georgia, Inc., a Georgia corporation, Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., a Maryland corporation, Kaiser Foundation Health Plan of Colorado, a Colorado corporation, Kaiser Foundation Health Plan of Ohio, an Ohio corporation, Colorado Permanente Medical Group, The Southeast Permanente Medical Group, Hawaii Permanente Medical Group, Mid-Atlantic Permanente Medical Group, Northwest Permanente Medical Group, Washington Permanente Medical Group, Kaiser Permanente Medical Foundation, and any affiliate of Kaiser Foundation Health Plan or Kaiser Foundation Hospitals or of any Permanente Medical Group), and all of their representatives, trustees, predecessors, successors, assigns, affiliates, subrogors, subrogees, assignees, assignors, subsidiaries, agents, employees, servants, officers, directors, and attorneys for any and all Released Claims.

“Released Claims” and “Released Parties’ Claims” means any and all claims, causes of action, suits, arbitration claims or demands, obligations, debits, 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 actions, allegations, practices, or conduct at issue in the Consolidated Class Action Complaint, including but not limited to use of third-party code on the Kaiser Permanente websites and mobile applications as described in paragraphs 4 through 23 and 82 through 428 of the Consolidated Class Action Complaint and access of the unauthenticated and authenticated pages of the Kaiser Permanente websites or mobile applications. “Released Claims” and “Released Parties’ Claims” do not include any claims relating to the enforcement of the Settlement or any claims of the individuals who submit timely and valid requests for exclusion from the Settlement Class in accordance with the terms set forth in the Long Form Notice.

If you are a Settlement Class Member, in order to receive a payment from the Net Settlement Fund, you must submit a completed Claim Form to the Settlement Administrator. You can fill out a Claim Form online at www.KaiserPrivacySettlement.com. You can also print out the Claim Form at www.KaiserPrivacySettlement.com and mail your completed Claim Form to the Settlement Administrator. **Claim Forms must be completed by March 12, 2026.** You may elect to receive your payment by physical check, electronic Mastercard, Amazon, Target, Venmo, PayPal or ACH Direct Deposit.

IF YOU DO NOTHING

6. WHAT HAPPENS IF I DO NOTHING?

If you are a Settlement Class Member and do nothing, you will remain in the Settlement Class, but you will not get a payment from the Net Settlement Fund. You will also be bound by the Settlement if it is finally approved by the Court. If you do nothing, you will not be able to sue Kaiser Foundation Health Plan, Inc. (or any other Released Parties) on your own for the Released Claims as described in Question 5 titled “What Does the Settlement Provide For? - Release of Claims Against Defendant.”

If you want to pursue any claim related to the issues in this case on your own and at your own expense, you need to request exclusion (“opt out”) of the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

7. WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?

You should ask to be excluded from the Settlement Class if you want to keep your right to pursue your own individual lawsuit against Kaiser Foundation Health Plan, Inc. (or other Released Parties) arising out of the subject matter of the Action. If you choose to request exclusion from the

Settlement Class (or, “opt out”), you will not receive any payment from the Settlement, but you also will not be bound by the Settlement, including the release. Please note, however, if you decide to exclude yourself from the Settlement Class, Defendant and the other Released Parties will have the right to assert any and all defense they may have to any claims that you may seek to assert.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?

To exclude yourself from the Settlement Class, you must send a written statement to the Settlement Administrator at Kaiser Privacy Breach Settlement, c/o Strategic Claims Services, Inc., P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, **postmarked no later than March 12, 2026**. If you are also represented by counsel other than Class Counsel, your attorney may also transmit your individually signed request for exclusion to the Settlement Administrator through a secure file transfer protocol, which must be received by the Settlement Administrator **no later than March 12, 2026**. You will not be able to request exclusion after that date. Each request for exclusion must: (i) state the full name, residential address, telephone number and email address of the Person requesting exclusion; (ii) state “I request exclusion from the Settlement Class in *Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, Case No. 3:23-cv-02865-EMC (N.D. Cal.);” (iii) include your Unique ID as provided by the Claims Administrator and (iv) include a wet ink signature (*i.e.*, no /s/ signature by permission) or electronically imaged written signature (e.g. “DocuSign”). A request for exclusion can also be submitted online at www.KaiserPrivacySettlement.com.

Exclusion letters must be signed by the Settlement Class Member personally, and not a lawyer or anyone else acting on their behalf. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons will be deemed invalid. To the extent you are personally represented by an attorney regarding the aforementioned claims, you can also transmit your opt-out through your attorney as outlined above.

Defendant shall have the right to terminate the Settlement in the event that Settlement Class Members who request exclusion meet the threshold negotiated by the Parties.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE MARCH 12, 2026 OR ARE NOT SUBMITTED ELECTRONICALLY ON OR BEFORE 11:59 PM PACIFIC TIME ON MARCH 12, 2026 WILL NOT BE HONORED.

9. IF I DO NOT EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. If the Court approves the Settlement and you do not request exclusion from the Settlement Class by the deadline, you will be subject to the release of claims described in Question 5 above, and you will lose your right to separately sue Kaiser Foundation Health Plan, Inc. or the other Released Parties for relief arising from the Released Claims.

OBJECTING TO THE SETTLEMENT

10. HOW DO I OBJECT TO THE SETTLEMENT?

You can object to the Settlement, the proposed Plan of Allocation, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' request for service awards. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve any of these things, but will not exclude you from the Settlement Class. If you object to the Settlement, you will remain a member of the Settlement Class and must still submit a claim form to be issued a payment. **You may not object to the Settlement, the proposed Plan of Allocation, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' request for service awards if you exclude yourself from the Settlement Class or if you are not a Settlement Class Member.**

Any Settlement Class member may object. 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 of the Settlement, no payments will be sent and the action will continue. If this is what you want to happen, then you must object.

Any objection to the proposed Settlement or any aspect thereof must be in writing and submitted to the Court. If you submit a timely written objection, you may, but are not required to, appear at the 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: (i) clearly identify the case name and number (*Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, Case No. 3:23-cv-02865-EMC (N.D. Cal.)); (ii) be submitted to the Court either by mailing them to the Clerk of the Court at the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California; and (iii) be filed or postmarked no later than **March 12, 2026**.

Additionally, any objection must: (i) identify the full name, address, telephone number, and Unique ID contained in the notice received by mail/email (if applicable), and email address of the Person objecting and be signed by the objector; (ii) an explanation of why the commenter or objector believes he or she or they are a Settlement Class Member; (iii) a statement whether the objection applies only to the objector, or to a specific subset of the Settlement Class, or to the entire Settlement Class; (iv) all reasons for the objection or comment, stated with specificity; (v) a statement identifying the number of class action settlements the objector has objected to or commented on in the last five years; (vi) whether the objector or commenter intends to personally appear and/or testify at the Fairness Hearing; (vii) the name and contact information of any and all attorneys representing, advising, or assisting the commenter or objector, including any attorney who may be entitled to compensation for any reason related to the objection or comment; (viii) for each attorney representing, advising, or assisting the objector, a statement identifying every objection the attorney has filed to any other class action settlements in the last five years; (ix) whether any attorney will appear on the objector's or commenter's behalf at the Fairness Hearing, and if so the name and law firm of that attorney; (x) copies of any exhibits the objector intends to

submit into evidence at the Fairness Hearing; (xi) the identity of any persons whom the objector or any attorney appearing on the objector's behalf wishes to call to testify at the Fairness Hearing; and (xii) the objector's handwritten or electronically imaged written (e.g. "DocuSign") signature. An attorney's signature, or a typed signature, is not sufficient.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the Settlement, the Plan of Allocation, Class Counsel's request for attorneys' fees and expenses, and/or Plaintiffs' request for service awards. Settlement Class Members do not need to appear at the Fairness Hearing to indicate their approval.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

Yes, unless you exclude yourself from the Settlement Class. The Court decided that Kessler Topaz Meltzer & Check, LLP and Carella, Byrne, Cecchi, Brody, & Agnello, P.C. are qualified to represent the members of the Settlement Class. Together, these lawyers are called "Class Counsel."

12. WILL THE LAWYERS AND PLAINTIFFS BE PAID, AND IF SO HOW?

Class Counsel will ask the Court to approve payment of attorneys' fees and litigation expenses from the Settlement Amount. This payment will compensate Class Counsel for their work investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel have not received any payment for their services in pursuing claims against Defendant on behalf of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount of up to \$15,675,000, not to exceed 33% of the Settlement Amount (plus interest). At the same time, Class Counsel also intend to seek reimbursement of litigation expenses in an amount not to exceed \$900,000. The Court will determine the amount of any award of attorneys' fees and litigation expenses.

Class Counsel will also be requesting service awards to the eight named Plaintiffs in an amount up to \$5,000 each (for a total amount not to exceed \$40,000) for their efforts in bringing the Action and representing the Settlement Class. Any service awards to Plaintiffs must be approved by the Court.

Class Counsel's motion for attorneys' fees and litigation costs and Plaintiffs' service awards was filed on December 22, 2025. A copy of Class Counsel's motion is available for review at www.KaiserPrivacySettlement.com.

13. HOW IS THE COST OF PROVIDING NOTICE TO SETTLEMENT CLASS MEMBERS PAID FOR?

The costs of providing notice of the Settlement to Settlement Class Members will be paid from the Settlement Amount.

THE FAIRNESS HEARING

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Fairness Hearing on May 7, 2026 at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Courtroom 5 – 17th Floor, San Francisco, CA 94102. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge in the case, Hon. Judge Edward M. Chen, will listen to people who have asked in advance to speak at the hearing. The Court may also decide how much Class Counsel may receive in attorneys' fees and expenses. The Court will also decide how much Plaintiffs should receive as service awards. The Court will decide whether to approve the Settlement and related matters at or after the Fairness Hearing. It is not known how long these decisions will take.

The Court can change the date, time or format of the hearing without further written notice to the Settlement Class. Any changes to the date, time or format of the Fairness Hearing will be posted to www.KaiserPrivacySettlement.com. Please check the website before making any plans to attend the Fairness Hearing.

15. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to the hearing to talk about it. As long as you will have submitted your written objection on time, the Court will consider it. If you retain your own lawyer, your lawyer can attend on your behalf.

16. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you filed an objection, you must state in your objection that you intend to appear at the Fairness Hearing, or you can send a letter stating that it is your "Notice of Intention to Appear in *Doe, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, Case No. 3:23-cv-02865-EMC (N.D. Cal.) to the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 so that it is **filed or postmarked on or before March 12, 2026**. Be sure to include your name, address, telephone number, and signature. You cannot speak at the hearing if you requested exclusion from the Settlement Class.

GETTING MORE INFORMATION

17. ARE THERE MORE DETAILS ABOUT THIS LAWSUIT?

Yes. This Notice only summarizes the Settlement. For the full terms and conditions of the Settlement, please review the Stipulation at www.KaiserPrivacySettlement.com. A copy of the Stipulation and additional information regarding the Settlement can also be obtained by contacting Class Counsel at the contact information set forth below, by accessing the Court docket in this case, for a fee, through the Court's 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 Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the website www.KaiserPrivacySettlement.com.

18. HOW CAN I LEARN MORE?

If you have additional questions about the Settlement or the case, you can visit the website www.KaiserPrivacySettlement.com. You can also contact Class Counsel or the Settlement Administrator as set forth below:

Settlement Administrator:

Kaiser Privacy Breach Settlement
c/o Strategic Claims Services, Inc.
P.O. Box 230
600 N. Jackson Street, Suite 205
Media PA, 19063

Toll-free phone line: 1-855-783-3816
Email: info@KaiserPrivacySettlement.com
Website: www.KaiserPrivacySettlement.com

Class Counsel:

Kessler Topaz Meltzer & Check, LLP
Melissa L. Yeates, Esq.
Tyler S. Graden, Esq.
280 King of Prussia Road
Radnor, PA 19087
1-610-667-7706
info@ktmc.com

Carella, Byrne, Cecchi, Brody,
& Agnello, P.C.
James E. Cecchi, Esq.
Kevin G. Cooper, Esq.
5 Becker Farm Road
Roseland, NJ 07068
1-973-994-1700
class@carellabyrne.com

**PLEASE DO NOT WRITE THE COURT, KAISER, OR KAISER'S COUNSEL
REGARDING THE SETTLEMENT OR THIS NOTICE.**

Dated: January 16, 2026

BY ORDER OF THE COURT
United States District Court
Northern District of California