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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

*In Re: Ambry Genetics Data Breach  
Litigation*

This Document Relates To:  
All Actions

Honorable Cormac J. Carney

Lead Case No.: 8:20-cv-00791 CJC  
(KESx)

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE**

1                   **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2                   This Class Action Settlement Agreement and Release is made and entered into  
3 by and among the Class Representatives,<sup>1</sup> for themselves individually and on behalf  
4 of the Settlement Class, and Defendant Ambry Genetics Corporation. This  
5 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge,  
6 and settle all of Plaintiffs’ Released Claims, upon and subject to the terms and  
7 conditions hereof, and subject to the Court’s approval.

8                   **I. BACKGROUND**

9                   WHEREAS, on or about April 15, 2020, Ambry announced unauthorized  
10 parties accessed an employee’s email account between January 22-24, 2020, which  
11 contained the Protected Health Information (“PHI”) and Personally Identifiable  
12 Information (“PII”) of approximately 225,370 individuals (“Data Breach”). The  
13 information is alleged to have included individual’s names, dates of birth, health  
14 insurance information, medical information, and for some patients, Social Security  
15 Numbers, diagnosis information, and other sensitive information.

16                   WHEREAS, following Ambry’s announcement of the Data Breach, four class  
17 action complaints related to the Data Breach were filed against Ambry, and on June  
18 16, 2020, those cases were deemed related and consolidated before the Honorable  
19 Cormac J. Carney of the Central District of California, Southern Division. (Dkt. 30.)  
20 On August 24, 2020, the Court appointed Daniel S. Robinson of Robinson Calcagnie,  
21 Inc., Tina Wolfson of Ahdoot & Wolfson, PC, and Jean Martin of Morgan & Morgan  
22 Complex Litigation Group as Co-Lead Interim Class Counsel, and appointed a  
23 Plaintiffs’ Steering Committee consisting of attorneys from two other law firms.  
24 (Dkt. 37.)

25                   WHEREAS, on November 20, 2020, Defendants moved to dismiss the  
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28 <sup>1</sup> Except as otherwise specified, capitalized words and terms herein shall have the  
meanings ascribed in Paragraph IV.A. herein entitled “Definitions.”

1 Consolidated Complaint that had been filed on September 21, 2020, and, pursuant to  
2 a joint stipulation entered by the Court, Plaintiffs filed a First Amended Complaint  
3 on December 9, 2020. (Dkt. 57.)

4 WHEREAS, on January 15, 2021, Defendants moved to dismiss the First  
5 Amended Complaint which, after briefing, the Court granted on April 7, 2021,  
6 providing Plaintiffs fourteen days to amend the complaint. (Dkt. 68.)

7 WHEREAS, on April 21, 2021, Plaintiffs filed a redacted Second Amended  
8 Complaint (Dkt. 70), which Plaintiffs sought to file under seal, but which filing  
9 Defendants opposed because of a claim of privilege asserted by Defendants (Dkt.  
10 72.)

11 WHEREAS, on May 20, 2021, Defendants moved to dismiss the Second  
12 Amended Complaint and moved to strike allegations in the Second Amended  
13 Complaint that referred to material Defendants claimed was privileged, and which  
14 added an additional named plaintiff to the case. (Dkt. 75-75.)

15 WHEREAS, on June 21, 2021, Plaintiffs filed their Oppositions to both  
16 motions (Dkt. 81-83) and, on June 25, 2021, Plaintiffs moved the Court for  
17 permission to file the unredacted Second Amended Complaint under seal, which the  
18 Court granted on July 16, 2021. (Dkt. 86.) Following additional briefing by the  
19 parties, on July 30, 2021, the Court denied Defendants' motions without prejudice.  
20 (Dkt. 92.)

21 WHEREAS, on August 13, 2021, the parties stipulated to add the additional  
22 plaintiff to the Second Amended Complaint, and Defendants subsequently moved to  
23 dismiss the complaint. Following briefing and oral argument, on October 18, 2021,  
24 the Court granted in part and denied in part Defendants' motion. (Dkt. 109.) That  
25 same day, the Court issued an order requiring Plaintiffs to file the unredacted Second  
26 Amended Complaint on the public docket (Dkt. 110), which Plaintiffs complied with  
27 on October 25, 2021. (Dkt. 112.)

28 WHEREAS, on November 15, 2021, Defendants moved to dismiss the Third

1 Amended Complaint (Dkt. 120), which was followed by a meet and confer of the  
2 parties and a stipulation providing Plaintiffs with leave to file a Fourth Amended  
3 Complaint (Dkt. 125.)

4 WHEREAS, on December 13, 2021, Plaintiffs filed the operative Fourth  
5 Amended Complaint. (Dkt. 126.) On January 10, 2022, Defendants moved to dismiss  
6 the Fourth Amended Complaint (Dkt. 128), which Plaintiffs opposed on January 24,  
7 2022. (Dkt. 130.)

8 WHEREAS, since Plaintiffs filed the Consolidated Class Action Complaint,  
9 and while the many motions to dismiss were briefed and being decided, Plaintiffs and  
10 Defendants engaged in substantial written discovery, document production, and  
11 extensive negotiations regarding the scope of discovery, requiring Plaintiffs and  
12 Defendants to meet and confer numerous times.

13 WHEREAS, the Parties for months engaged in extensive arm's length  
14 settlement discussions and, on January 26, 2022, participated in a full-day mediation  
15 session before the Honorable Jay C. Gandhi (Ret.), and while there was no resolution  
16 at the mediation, ongoing discussions subsequent to the mediation resulted in an  
17 agreement in principle to resolve the Action.

18 WHEREAS, since the Parties reached an agreement in principle, the parties  
19 have engaged in additional confirmatory discovery.

20 WHEREAS, pursuant to the terms set forth below, this Agreement resolves all  
21 Claims, actions, and proceedings asserted, or that could be asserted, against  
22 Defendants arising out of or related to the Data Breach, by or on behalf of members  
23 of the Settlement Class herein defined, but excluding the rights of Class Members  
24 who opt out from the Settlement Class after receiving notice of this Settlement.

25 **II. PLAINTIFFS' CLAIMS AND BENEFITS OF THE SETTLEMENT**

26 WHEREAS, Plaintiffs and Class Counsel have conducted a thorough  
27 examination of the law and facts relating to the matters at issue in the Action  
28 regarding Plaintiffs' claims and the Defendants' potential defenses, including

1 conducting significant discovery, as well as an assessment of the merits of Plaintiffs'  
2 expected arguments in a motion for class certification. Based on an analysis of the  
3 facts and the law applicable to Plaintiffs' claims in the Action, and taking into  
4 account the burden and expense of such continued litigation, including the risks and  
5 uncertainties associated with class certification, a protracted trial and appeal(s), as  
6 well as the fair, cost-effective, and assured method of resolving the claims of the  
7 Settlement Class, Plaintiffs and Class Counsel believe that resolution is an  
8 appropriate and reasonable means of ensuring that the Class is afforded important  
9 benefits and protections as expediently as possible. Plaintiffs and Class Counsel have  
10 also taken into account the uncertain outcome and the risk of further litigation, as  
11 well as the difficulties and delays inherent in such litigation.

12 WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in  
13 this Agreement confer substantial benefits upon the Settlement Class and have  
14 determined that they are fair, reasonable, adequate, and in the best interests of the  
15 Class.

16 WHEREAS, Defendants similarly have concluded that this Agreement is  
17 desirable in order to avoid the time, risk, and expense of defending protracted  
18 litigation, and to resolve finally and completely the claims of Plaintiffs and the  
19 Settlement Class.

20 **III. FOR SETTLEMENT PURPOSES ONLY**

21 WHEREAS, this Agreement, whether or not consummated, and any actions or  
22 proceedings taken pursuant to this Agreement, are for settlement purposes only and  
23 Defendants specifically deny any and all wrongdoing. The existence of, terms in,  
24 and any action taken under or in connection with this Agreement shall not constitute,  
25 be construed as, or be admissible in evidence of, any admission by Defendants of (i)  
26 the validity of any claim, defense or fact asserted in the Action or any other pending  
27 or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any  
28 kind on the part of the Parties.

1 **IV. TERMS OF SETTLEMENT**

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by  
3 and among Plaintiffs, individually and on behalf of the Settlement Class, and  
4 Defendants that, subject to Court approval, the Action and Plaintiffs' Released  
5 Claims shall be finally and fully compromised, settled, and released, and a Judgment  
6 and Final Approval Order shall be entered subject to the following terms and  
7 conditions of this Settlement Agreement.

8 **A. Definitions**

9 As used herein, in addition to any definitions set forth elsewhere in this  
10 Agreement, the following terms shall have the meanings set forth below:

11 1. "**Action**" means the consolidated class action captioned *In Re:*  
12 *Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791, now pending  
13 before the Honorable Cormac J. Carney in the United States District Court for the  
14 Central District of California, Southern Division.

15 2. "**Administrative Expenses**" means all of the expenses incurred  
16 in the administration of this Settlement, including, without limitation, all Notice  
17 Expenses, locating Settlement Class Members, determining the eligibility of any  
18 person to be a Settlement Class Member, administrating and processing Settlement  
19 Class Member claims and Claim Forms, and administering, calculating, and  
20 distributing the Settlement Fund to Settlement Class Members. Administrative  
21 Expenses also include all reasonable third-party fees and expenses incurred by the  
22 Settlement Administrator in administering the terms of this Agreement.

23 3. "**Agreement,**" "**Settlement Agreement,**" and/or "**Settlement**"  
24 mean this Class Action Settlement Agreement and Release (including all exhibits and  
25 attachments hereto).

26 4. "**Approved Claim**" means a claim as evidenced by a Claim Form  
27 submitted by a Settlement Class Member that (a) is timely and submitted in  
28 accordance with the directions on the Claim Form and the terms of this Agreement;

1 (b) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein;  
2 and (c) has been approved by the Settlement Administrator; or (d) otherwise is  
3 accepted by the Court.

4 5. “*California Settlement Subclass*” or “*California Subclass*”  
5 mean and include the 25,754 patients who were citizens or residents of California as  
6 identified on the Settlement Class List and those Settlement Class Members who can  
7 provide Reasonable Documentation demonstrating they were a California citizen or  
8 resident during the Settlement Class Period.

9 6. “*Claimant*” means a Settlement Class Member who submits a  
10 Claim Form for a Settlement Payment.

11 7. “*Claim Form*” means the form attached hereto as **Exhibit A**, as  
12 approved by the Court. The Claim Form must be submitted physically (*via* U.S.  
13 Mail) or electronically (*via* the Settlement Website) by Settlement Class Members  
14 who wish to file a claim for their given share of the Settlement Benefits pursuant to  
15 the terms and conditions of this Agreement. The Claim Form shall be available for  
16 download from the Settlement Website. The Settlement Administrator shall mail a  
17 Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

18 8. “*Claims Deadline*” means the date by which all Claim Forms  
19 must be submitted electronically or postmarked to be considered timely and shall  
20 presumptively be set as the date 90 days after the Notice Date, or such other date as  
21 the Court may order. The Claims Deadline shall be clearly set forth in the Long Form  
22 Notice, the Summary Notice, the Claim Form, and the Court’s order granting  
23 Preliminary Approval.

24 9. “*Claims Period*” means the period of time during which  
25 Settlement Class Members may submit Claim Forms to receive their given share of  
26 the Settlement Benefits and presumptively shall commence on the Notice Date and  
27 shall end on the date 90 days thereafter, or such other date as the Court may order.

28 10. “*Class Counsel*” means attorneys Daniel S. Robinson of

1 Robinson Calcagnie, Inc., Tina Wolfson of Ahdoot & Wolfson, PC, and Jean Martin  
2 of Morgan & Morgan Complex Litigation Group.

3 11. “***Class Representatives***” and “***Plaintiffs***” mean Plaintiffs Alma  
4 Fidela Cercas, Kaitlyn Nakagoshi, Michele Pascoe, Colette Domingues, Marion  
5 Farrier, Rosemary O’Hara, Michael Annoni, Lisa Neumann, Cheryl Terrano, Sandra  
6 Brodsky, Ariann Tagioli, Debra Volk, Beth Velardi, Rachel Harkness, Benjamin  
7 Cooperson II, Laura Jasielum, Debera Hensley, Linda Stewart, Ann Hoekstra, Rula  
8 Kanawati, Elizabeth Nakagoshi, individually and as parent and guardian of E.N., Jill  
9 Barduca, Jonee Coleman, Debora Pancoast and Nicole McMurphy.

10 12. “***Complaint***” means the Fourth Amended Consolidated Class  
11 Action Complaint filed in the Action on December 13, 2021, as Docket Number 126.

12 13. “***Court***” means the United States District Court for the Central  
13 District of California, Southern Division, the Honorable Cormac J. Carney (or any  
14 judge sitting in his stead or to whom the Action may be transferred) presiding.

15 14. “***Credit Monitoring and Identity Theft Insurance Services***”  
16 means the services to be provided to Participating Settlement Class Members by  
17 Identity Guard referred to as the “Individual Total Plan” (*see*  
18 [www.identityguard.com/plans/total](http://www.identityguard.com/plans/total)), as further set forth in Paragraph IV.E.80. of this  
19 Agreement.

20 15. “***Data Breach***” refers to the data breach that is the subject of this  
21 Action, announced by Defendants in April 2020, whereby unauthorized parties  
22 accessed an employee’s email account between January 22-24, 2020, which allegedly  
23 contained the PHI and PII of approximately 225,370 individuals. The information  
24 potentially included individual’s names, dates of birth, health insurance information,  
25 medical information, and for some patients, Social Security Numbers, diagnosis  
26 information, and other sensitive information.

27 16. “***Default Time***” refers to the time spent by a Settlement Class  
28 Member for attempting to remedy or remedying issues fairly traceable to the Data



1 Breach (including time spent on any identity fraud, theft, or other fraud; purchasing  
2 credit reports, credit monitoring or identity theft protection; placing a freeze or alert  
3 on credit reports; reviewing medical or other records that may have been  
4 compromised by, resulted from, or affected by fraud; and replacing a driver's license,  
5 state identification card, or social security number).

6 17. ***“Defendants”*** means, collectively, Ambry Genetics Corporation  
7 and REALM IDx, Inc. (f/k/a Konica Minolta Precision Medicine, Inc.).

8 18. ***“Defendants’ Counsel”*** means attorney Craig J. Mariam of  
9 Gordon Rees Scully and Mansukhani LLP on behalf of Ambry Genetics Corporation  
10 and REALM IDx, Inc.

11 19. ***“Documented Time”*** refers to time actually spent by a Settlement  
12 Class Member supported by Reasonable Documentation for attempting to remedy or  
13 remedying issues fairly traceable to the Data Breach (including time spent on any  
14 identity fraud, theft, or other fraud; purchasing credit reports, credit monitoring or  
15 identity theft protection; placing a freeze or alert on credit reports; reviewing medical  
16 or other records that may have been compromised by, resulted from, or affected by  
17 fraud; and replacing a driver's license, state identification card, or social security  
18 number).

19 20. ***“Effective Date”*** means one business day following the latest of:  
20 (i) the date upon which the time expires for filing or noticing any appeal of the Final  
21 Approval Order and Judgment; (ii) if there is an appeal or appeals, the date of  
22 completion, in a manner that finally affirms and leaves in place the Final Approval  
23 order and Judgment without any material modification, of all proceedings arising out  
24 of the appeal(s) (including, but not limited to, the expiration of all deadlines for  
25 motions for reconsideration or petitions for review and/or certiorari, all proceedings  
26 ordered on remand, and all proceedings arising out of any subsequent appeal(s)  
27 following decisions on remand); or (iii) the date of final dismissal of any appeal or  
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1 the final dismissal of any proceeding on certiorari with respect to the Final Approval  
2 Order and Judgment.

3 21. “*Fee Award and Costs*” means the amount of attorneys’ fees and  
4 reimbursement of Litigation Costs awarded by the Court to Class Counsel.

5 22. “*Final Approval Order and Judgment*” means, collectively, an  
6 order and a judgment that the Court enters after the Final Fairness Hearing, which  
7 finally approve the Settlement Agreement and dismiss the Action with prejudice and  
8 without material change to the Parties’ agreed-upon proposed final approval order  
9 and judgment, which are attached hereto as **Exhibit B and Exhibit C**, respectively.

10 23. “*Final Fairness Hearing*” or “*Fairness Hearing*” mean the  
11 hearing to be conducted by the Court to determine the fairness, adequacy, and  
12 reasonableness of the Settlement Agreement pursuant to Federal Rule of Civil  
13 Procedure 23 and whether to issue the Final Approval Order and Judgment. The  
14 Parties shall request that the Court schedule the Fairness Hearing for a date that  
15 complies with the provisions of 28 U.S.C. §1715(d).

16 24. “*Illinois Settlement Subclass*” or “*Illinois Subclass*” mean and  
17 include the 7,172 patients who were citizens or residents of Illinois as identified on  
18 the Settlement Class List and those Class Members who can provide Reasonable  
19 Documentation demonstrating they were an Illinois citizen or residents during the  
20 Settlement Class Period.

21 25. “*Litigation Costs*” means costs and expenses incurred by Class  
22 Counsel in connection with commencing, prosecuting, and settling the Action.

23 26. “*Long Form Notice*” means the long form notice of settlement,  
24 substantially in the form attached hereto as **Exhibit E**.

25 27. “*Net Settlement Fund*” means the amount of funds that remain in  
26 the Settlement Fund after funds are paid from or allocated for payment from the  
27 Settlement Fund for the following: (i) reasonable Administrative Expenses incurred  
28 pursuant to this Settlement Agreement, (ii) Taxes, (iii) the expenses associated with

1 procuring Credit Monitoring and Identity Theft Insurance Services on behalf of the  
2 Participating Settlement Class Members, (iv) any Service Awards approved by the  
3 Court, and (v) any Fee Award and Costs approved by the Court.

4 28. “*Non-Profit Residual Recipient*” means the Electronic Frontier  
5 Foundation, a 26 U.S.C. 501(c)(3) non-profit organization.

6 29. “*Notice Date*” means the date upon which Settlement Class  
7 Notice is first disseminated to the Settlement Class, which shall be within 21 days of  
8 the Settlement Administrator receiving the Settlement Class List from Defendants,  
9 or such other date as the Court may order.

10 30. “*Notice Expenses*” means all reasonable costs and expenses  
11 expended in the execution of the Notice Plan, including (i) all costs and expenses  
12 incurred in connection with preparing, printing, mailing, disseminating, posting,  
13 promoting, emailing, hosting on the Internet, and publishing the Settlement Class  
14 Notice, identifying members of the Settlement Class, and informing them of the  
15 Settlement, and (ii) any other reasonable and necessary Notice and Notice  
16 related expenses.

17 31. “*Notice Plan*” means the plan described in this Agreement for  
18 disseminating Notice to the Settlement Class Members of the terms of this  
19 Agreement and the Fairness Hearing.

20 32. “*Objection Deadline*” means the date by which Settlement Class  
21 Members must file and postmark all required copies of any written objections,  
22 pursuant to the terms and conditions herein, to this Settlement Agreement and to any  
23 application and/or motion for (i) the Fee Award and Costs, and/or (ii) the Service  
24 Awards, which shall be 60 days following the Notice Date, or such other date as the  
25 Court may order.

26 33. “*Opt-Out Period*” means the period in which a Settlement Class  
27 Member may submit a Request for Exclusion, pursuant to the terms and conditions  
28 herein, which shall expire 60 days following the Notice Date, or such other date as

1 the Court may order. The deadline for filing a Request for Exclusion will be clearly  
2 set forth in the Settlement Class Notice.

3 34. ***“Out-of-Pocket Costs”*** means out-of-pocket costs or  
4 expenditures supported by Reasonable Documentation that a Settlement Class  
5 Member actually incurred, including, but not limited to, unreimbursed losses and  
6 consequential expenses (including credit-related costs related to purchasing credit  
7 reports, credit monitoring, or identity theft protection; costs to place a freeze or alert  
8 on credit reports; costs incurred retrieving medical records; and costs to replace a  
9 driver’s license, state identification card, or social security number) that are fairly  
10 traceable to the Data Breach and incurred on or after January 22, 2020.

11 35. ***“Participating Settlement Class Member”*** means a Settlement  
12 Class Member who submits a valid Claim approved by the Settlement Administrator  
13 for their given share of the Settlement Benefits pursuant to the terms and conditions  
14 of this Agreement, or who otherwise cash or deposit a check for a Subclass Payment.

15 36. ***“Parties”*** means, collectively, the Class Representatives and  
16 Ambry Genetics Corporation.

17 37. ***“Person”*** means any individual, corporation, trust, partnership,  
18 limited liability company or other legal entity and their respective predecessors,  
19 successors or assigns.

20 38. ***“PII”*** and ***“Personally Identifying Information”*** mean  
21 information that identifies, relates to, describes, is capable of being associated with,  
22 or could reasonably be linked, directly or indirectly, with a particular consumer or  
23 household, and includes, but is not limited to, names, dates of birth, Social Security  
24 Numbers, and other similar identifying information of Plaintiffs and Class members.

25 39. ***“Plaintiffs’ Counsel”*** means Class Counsel and those law firms  
26 appointed to the Plaintiffs’ Steering Committee by the Court on August 24, 2020.

27 40. ***“Preliminary Approval Order”*** means the Court’s Order  
28 preliminarily approving the Settlement without material modifications to the

1 proposed order or this Agreement that are unacceptable to the Parties. A Proposed  
2 Preliminary Approval Order is attached to this Agreement as **Exhibit D**.

3 41. ***“Protected Health Information”*** and ***“PHI”*** means any  
4 individually identifiable information, in electronic or physical form, in possession of  
5 or derived from a provider of health care, health care service plan, pharmaceutical  
6 company, or contractor regarding a patient’s medical history, mental or physical  
7 condition, or treatment, and includes, but is not limited to, health insurance  
8 information, medical information, diagnosis information, and other sensitive medical  
9 information.

10 42. ***“Reasonable Documentation”*** means documentation supporting  
11 a claim for Out-of-Pocket Costs and/or Documented Time, or documentation  
12 demonstrating a Settlement Class Member was a California or Illinois citizen or  
13 resident during the Settlement Class Period, and includes, but not limited to, medical  
14 records, credit card statements, bank statements, invoices, utility bills, telephone  
15 records, and receipts.

16 43. ***“Released Claims”*** means any and all claims or causes of action  
17 of every kind and description, including any causes of action in law, claims in equity,  
18 complaints, suits or petitions, and any allegations of wrongdoing, demands for legal,  
19 equitable or administrative relief (including, but not limited to, any claims for  
20 injunction, rescission, reformation, restitution, disgorgement, constructive trust,  
21 declaratory relief, compensatory damages, consequential damages, penalties,  
22 exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses)  
23 that the Releasing Parties had or have (including, but not limited to, assigned claims  
24 and any and all “Unknown Claims” as defined below) that have been or could have  
25 been asserted against any of the Released Parties and related to, arising out of, or  
26 connected with the Action, based on one or more of the same factual predicates as  
27 the Action, in any court, tribunal, forum or proceeding, regardless of whether the  
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1 claims or causes of action are based on federal, state, or local law, statute, ordinance,  
2 regulation, contract, common law, or any other source.

3 44. ***“Released Parties”*** means Defendants and their respective  
4 predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates,  
5 departments, and any and all of their past, present, and future officers, directors,  
6 employees, stockholders, partners, servants, agents, successors, attorneys,  
7 representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing,  
8 as well as Plaintiffs and Class Counsel. Each of the Released Parties may be referred  
9 to individually as a “Released Party.”

10 45. ***“Releasing Parties”*** means Plaintiffs; any Person in the  
11 Settlement Class, including those submitting or not submitting a claim for a  
12 Settlement Benefit; and each of their respective heirs, associates, co-owners,  
13 attorneys, agents, administrators, executors, devisees, predecessors, successors,  
14 assignees, representatives of any kind, shareholders, partners, directors, employees  
15 or affiliates. For minor children, “Releasing Parties” also includes their parents,  
16 guardians, guardian ad litem, and any like fiduciary. Each of the Releasing Parties  
17 may be referred to individually as a “Releasing Party.”

18 46. ***“Request for Exclusion”*** is the written communication by a  
19 Settlement Class Member in which he or she requests to be excluded from the  
20 Settlement Class.

21 47. ***“Service Awards”*** means the amount of remuneration to be paid  
22 to the Class Representatives in recognition of their efforts on behalf of the Settlement  
23 Class, in an amount to be ordered by the Court, as set forth in Section IV.K.

24 48. ***“Settlement Administrator”*** means the qualified third-party  
25 administrator and agent agreed to by the Parties and approved and appointed by the  
26 Court in the Preliminary Approval Order to administer the Settlement, including  
27 providing the Notice. The Parties agree to recommend that the Court appoint  
28 Simpluris, Inc. as Settlement Administrator to design, consult on, and implement the

1 Notice and related requirements of this Agreement; implement the Notice, the  
2 Settlement Website, the submission and review of Claim Forms, and related  
3 requirements of this Agreement, subject to the Court's approval.

4 49. **"Settlement Benefits"** means the total value of benefits  
5 Settlement Class Members receive pursuant to this Agreement, including non-  
6 monetary benefits and relief and Administrative Expenses.

7 50. **"Settlement Class"** means and includes the approximately  
8 225,370 patients who are identified on the Settlement Class List, including Plaintiffs,  
9 whose PHI and PII was allegedly contained in an employee's compromised email  
10 account in the Data Breach. Excluded from the Settlement Class are: (1) the Judges  
11 presiding over the Action, and members of their families; (2) the Defendants, their  
12 subsidiaries, parent companies, successors, predecessors, and any entity in which the  
13 Defendants or their parents have a controlling interest and their current or former  
14 officers, directors, and employees; (3) Persons who properly execute and submit a  
15 Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the  
16 successors or assigns of any such excluded Persons.

17 51. **"Settlement Class List"** means the list generated by Defendants  
18 containing the last known name and mailing address for all persons that fall under  
19 the definition of the Settlement Class, which Defendants will confidentially provide  
20 to the Settlement Administrator (and no other entity or individual who does not  
21 already have such list) within fourteen (14) days of the Preliminary Approval Order.

22 52. **"Settlement Class Member"** or **"Class Member"** means a Person  
23 who falls within the definition of the Settlement Class and who does not submit a  
24 valid Request for Exclusion prior to the expiration of the Opt-Out Period.

25 53. **"Settlement Class Notice"** or **"Notice"** means the form of Court-  
26 approved notice of this Agreement that is disseminated to the Settlement Class. The  
27 Settlement Class Notice shall consist of the Summary Notice and the Long Form  
28 Notice.

1           54.    “*Settlement Class Period*” means the period of approximately  
2 three years prior to the Data Breach to Settlement Class Members having had their  
3 PHI and/or PII potentially accessed by unauthorized parties during the Data Breach,  
4 and shall commence on January 22, 2017, and shall end on the date of the Preliminary  
5 Approval Order.

6           55.    “*Settlement Fund*” means the non-reversionary cash fund that  
7 shall be funded by Defendants as specified in Paragraphs IV.D. of this Agreement,  
8 in the total amount of Twelve Million Two-Hundred and Fifty Thousand Dollars and  
9 No Cents (\$12,250,000.00), including any interest accrued thereon after payment.

10          56.    “*Settlement Payment*” means any payment to be made to any  
11 Participating Settlement Class Member on Approved Claims pursuant to Section  
12 IV.E. of this Agreement.

13          57.    “*Settlement Website*” means the Internet website, with the  
14 following URL address, to be created, launched, and maintained by the Settlement  
15 Administrator, and which allows for the electronic submission of Claim Forms and  
16 Requests for Exclusion, and provides access to relevant case documents including  
17 the Settlement Class Notice, information about the submission of Claim Forms, and  
18 other relevant documents, including downloadable Claim Forms:  
19 [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

20          58.    “*Subclass Payment Settlement Fund*” means the sum of Four  
21 Million and Nine Hundred and Thirty-Eight Thousand and Nine Hundred Dollars  
22 and No Cents (\$4,938,900.00), which shall be set aside from the Net Settlement Fund  
23 to provide Subclass Payments to members of the California Settlement Subclass and  
24 Illinois Settlement Subclass as set forth herein.

25          59.    “*Summary Notices*” means the summary notices of the proposed  
26 Settlement herein, substantially in the form attached hereto as **Exhibit F and Exhibit**  
27 **G**.

28          60.    “*Taxes*” means (i) any and all applicable taxes, duties, and similar



1 charges imposed by a government authority (including any estimated taxes, interest  
2 or penalties) arising in any jurisdiction, if any, with respect to the income or gains  
3 earned by or in respect of the Settlement Fund, including, without limitation, any  
4 taxes that may be imposed upon Defendants or their counsel with respect to any  
5 income or gains earned by or in respect of the Settlement Fund for any period while  
6 it is held in the Settlement Fund; (ii) any other taxes, duties and similar charges  
7 imposed by a government authority (including any estimated taxes, interest or  
8 penalties) relating to the Settlement Fund that the Settlement Administrator  
9 determines are or will become due and owing, if any; and (iii) any and all expenses,  
10 liabilities and costs incurred in connection with the taxation of the Settlement Fund  
11 (including without limitation, expenses of tax attorneys and accountants).

12 61. “*Unknown Claims*” shall have the meaning set forth in Paragraph  
13 IV.C.67. of this Agreement.

14 **B. Required Events and Cooperation by Parties**

15 62. Preliminary Approval. Class Counsel shall submit this  
16 Agreement to the Court and shall move the Court to enter the Preliminary Approval  
17 Order, in the form attached as **Exhibit D**.

18 63. Cooperation. The Parties shall, in good faith, cooperate, assist,  
19 and undertake all reasonable actions and steps in order to accomplish all requirements  
20 of this Agreement on the schedule set by the Court, subject to the terms of this  
21 Agreement.

22 64. Certification of the Settlement Class. For purposes of this  
23 Settlement only, Plaintiffs and Defendants stipulate to the certification of the  
24 Settlement Class, which is contingent upon the Court entering the Final Approval  
25 Order and Judgment of this Settlement and the occurrence of the Effective Date.  
26 Should: (1) the Settlement not receive final approval from the Court, or (2) the  
27 Effective Date not occur, the certification of the Settlement Class shall be void.  
28 Defendants reserve the right to contest class certification for all other purposes.

1 Plaintiffs and Defendants further stipulate to designate the Class Representatives as  
2 the representatives for the Settlement Class.

3           65. Final Approval. Class Counsel shall move the Court for a Final  
4 Approval Order and Judgment of this Settlement, to be issued following the Fairness  
5 Hearing; within a reasonable time after the Claims Deadline, Objection Deadline,  
6 and Opt-Out Period; and at least ninety (90) days after Defendants cause the  
7 Settlement Administrator to notify the appropriate government officials of this  
8 Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.  
9 § 1715.

10           **C. Releases**

11           66. The Release. Upon the Effective Date, and in consideration of  
12 the Settlement Benefits described herein, each Releasing Party shall be deemed to  
13 have released, acquitted, and forever discharged Defendants and each of the Released  
14 Parties from any and all Released Claims.

15           67. Unknown Claims. The Released Claims include the release of  
16 Unknown Claims. “Unknown Claims” means claims that could have been raised in  
17 the Action and that Plaintiffs, any member of the Settlement Class or any Releasing  
18 Party, do not know or suspect to exist, which, if known by him, her or it, might affect  
19 his, her or its agreement to release the Released Parties or the Released Claims or  
20 might affect his, her or its decision to agree, object or not to object to the Settlement.  
21 Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party  
22 shall be deemed to have, and shall have, expressly waived and relinquished, to the  
23 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of  
24 the California Civil Code, which provides as follows:

25           **A GENERAL RELEASE DOES NOT EXTEND TO**  
26           **CLAIMS THAT THE CREDITOR OR RELEASING**  
27           **PARTY DOES NOT KNOW OR SUSPECT TO**  
28           **EXIST IN HIS OR HER FAVOR AT THE TIME OF**

1 EXECUTING THE RELEASE AND THAT, IF  
2 KNOWN BY HIM OR HER, WOULD HAVE  
3 MATERIALLY AFFECTED HIS OR HER  
4 SETTLEMENT WITH THE DEBTOR OR  
5 RELEASED PARTY.

6 Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and  
7 shall have, waived any and all provisions, rights and benefits conferred by any law  
8 of any state, the District of Columbia or territory of the United States, by federal law,  
9 or principle of common law, or the law of any jurisdiction outside of the United  
10 States, which is similar, comparable or equivalent to Section 1542 of the California  
11 Civil Code. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge  
12 that they may discover facts in addition to or different from those that they now know  
13 or believe to be true with respect to the subject matter of the Release, but that it is  
14 their intention to finally and forever settle and release the Released Claims, including  
15 but not limited to any Unknown Claims they may have, as that term is defined in this  
16 Paragraph.

17 68. Exclusive Remedy. This Agreement shall be the sole and  
18 exclusive remedy of the Releasing Parties against any of the Released Parties relating  
19 to any and all Released Claims. Upon the entry of the Judgment, each and every  
20 Releasing Party shall be permanently barred and enjoined from initiating, asserting  
21 and/or prosecuting any Released Claim(s) against any of the Released Parties in any  
22 court, arbitration, tribunal, forum or proceeding.

23 69. Jurisdiction of the Court. The Parties agree that the Court shall  
24 retain exclusive and continuing jurisdiction over the above-captioned Action, the  
25 Parties, Settlement Class Members, and the Settlement Administrator in order to  
26 interpret and enforce the terms, conditions, and obligations of this Agreement.

27 **D. Settlement Fund**

28 70. Deposits. Defendants agree to make a payment of Twelve

1 Million and Two-Hundred and Fifty Thousand Dollars and No Cents  
2 (\$12,250,000.00), and deposit that payment into the Settlement Fund as follows: (i)  
3 Defendants shall ensure payment is sent to be deposited into the Settlement Fund  
4 fifteen (15) business days after the Court enters the Preliminary Approval Order a  
5 sufficient amount to cover costs associated with the Notice Plan and other  
6 Administrative Expenses incurred prior to entry of the Final Approval Order and  
7 Judgment and the cost to provide Credit Monitoring and Identity Theft Insurance  
8 Services (which shall be no less than the total aggregate of the approved bid of the  
9 proposed Settlement Administrator and the approved bid for the Credit Monitoring  
10 and Identity Theft Insurance Services), and shall not exceed Two Million Two-  
11 Hundred and Fifty Thousand and No Cents (\$2,250,000.00); and (ii) Defendants shall  
12 ensure payment of the remaining amount is sent to be deposited into the Settlement  
13 Fund fifteen (15) Business Days after the Court enters the Final Approval Order and  
14 Judgment. For the avoidance of doubt, and for purposes of this Settlement  
15 Agreement only, Defendants' liability shall not exceed Twelve Million Two-  
16 Hundred and Fifty Thousand Dollars and No Cents (\$12,250,000.00), absent an  
17 express written agreement between the Parties to the contrary.

18           71. Custody of Settlement Fund. The Settlement Fund shall be  
19 deemed to be in the custody of the Court and shall remain subject to the jurisdiction  
20 of the Court until such time as the entirety of the Settlement Fund is distributed  
21 pursuant to this Settlement Agreement or returned to those who paid the Settlement  
22 Fund in the event this Settlement Agreement is voided, terminated or cancelled. In  
23 the event this Settlement Agreement is voided, terminated or cancelled for any  
24 reason: (i) the Class Representatives and Class Counsel shall have no obligation to  
25 repay any of the Administrative Expenses that have been paid or incurred in  
26 accordance with Section IV.F.; (ii) any amounts remaining in the Settlement Fund  
27 after payment of Administrative Expenses paid or incurred in accordance with  
28 Section IV.F. of this Agreement, including all interest earned on the Settlement Fund

1 net of any Taxes, shall be returned to the Defendants who paid the Settlement Fund  
2 in the same proportions as their respective contributions to the Settlement Fund; and  
3 (iii) no other person or entity shall have any further claim whatsoever to such  
4 amounts.

5           72. Non-Reversionary. This Settlement is not a reversionary  
6 settlement. As of the Effective Date, all rights of Defendants in or to the Settlement  
7 Fund shall be extinguished, except in the event this Settlement Agreement is voided,  
8 cancelled or terminated, as described Paragraph IV.D.71 and Section IV.J in this  
9 Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund  
10 shall be returned to Defendants, or either of them.

11           73. Use of the Settlement Fund. As further described in this  
12 Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay  
13 for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any  
14 Fee Award and Costs; (v) the cost of the Credit Monitoring and Identity Theft  
15 Insurance Services; (vi) all Subclass Payments to members of the California Subclass  
16 and Illinois Subclass; (vii) any Out-of-Pocket Costs Payments, Documented Time  
17 Payments, and Default Time Payments pursuant to the terms and conditions of  
18 Paragraph IV.E.80. of this Agreement; and (viii) any other Settlement Benefits.

19           74. Financial Account. The Settlement Fund shall be an account  
20 established and administered by the Settlement Administrator at a financial  
21 institution approved by Class Counsel and Defendants, and, shall be maintained as a  
22 qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

23           75. Payment/Withdrawal Authorization. No amounts from the  
24 Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement  
25 Agreement or (ii) approved by the Court. Class Counsel may authorize the periodic  
26 payment of actual reasonable Administrative Expenses from the Settlement Fund as  
27 such expenses are invoiced without further order of the Court. The Settlement  
28 Administrator shall provide Class Counsel and Defendants with notice of any

1 withdrawal or other payment the Settlement Administrator proposes to make from  
2 the Settlement Fund before the Effective Date at least seven Business Days prior to  
3 making such withdrawal or payment.

4           76. Payments to Class Members. The Settlement Administrator,  
5 subject to such supervision and direction of the Court and/or Class Counsel as may  
6 be necessary or as circumstances may require, shall administer and/or oversee  
7 distribution of the Settlement Fund to Settlement Class Members pursuant to this  
8 Agreement. The Settlement Administrator and Class Counsel are responsible for  
9 communicating with Settlement Class Members regarding the distribution of the  
10 Settlement Fund and amounts paid under the Settlement.

11           77. Treasury Regulations & Fund Investment. The Parties agree that  
12 the Settlement Fund is intended to be maintained as a qualified settlement fund within  
13 the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement  
14 Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall  
15 be responsible for filing tax returns and any other tax reporting for or in respect of  
16 the Settlement Fund and paying from the Settlement Fund any Taxes owed with  
17 respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be  
18 treated as a qualified settlement fund from the earliest date possible and agree to any  
19 relation-back election required to treat the Settlement Fund as a qualified settlement  
20 fund from the earliest date possible. Any and all funds held in the Settlement Fund  
21 shall be held in an interest-bearing account insured by the Federal Deposit Insurance  
22 Corporation (“FDIC”) at a financial institution determined by the Settlement  
23 Administrator and approved by the Parties. Funds may be placed in a non-interest  
24 bearing account as may be reasonably necessary during the check clearing process.  
25 The Settlement Administrator shall provide an accounting of any and all funds in the  
26 Settlement Fund, including any interest accrued thereon and payments made pursuant  
27 to this Agreement, upon request of any of the Parties.

28           78. Taxes. All Taxes relating to the Settlement Fund shall be paid

1 out of the Settlement Fund, shall be considered to an Administrative Expense, and  
2 shall be timely paid by the Settlement Administrator without prior order of the Court.  
3 Further, the Settlement Fund shall indemnify and hold harmless the Parties and their  
4 counsel for Taxes (including, without limitation, taxes payable by reason of any such  
5 indemnification payments). The Parties and their respective counsel have made no  
6 representation or warranty with respect to the tax treatment by any Class  
7 Representative or any Settlement Class Member of any payment or transfer made  
8 pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.  
9 Each Class Representative and Settlement Class Member shall be solely responsible  
10 for the federal, state, and local tax consequences to him, her or it of the receipt of  
11 funds from the Settlement Fund pursuant to this Agreement.

12 79. Limitation of Liability.

13 a. The Defendants and their counsel shall not have any  
14 responsibility for or liability whatsoever with respect to (i) any act, omission or  
15 determination of Class Counsel, the Settlement Administrator, or any of their  
16 respective designees or agents, in connection with the administration of the  
17 Settlement or otherwise; (ii) the management, investment or distribution of the  
18 Settlement Fund; (iii) the formulation, design or terms of the disbursement of the  
19 Settlement Fund; (iv) the determination, administration, calculation or payment of  
20 any claims asserted against the Settlement Fund; (v) any losses suffered by, or  
21 fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding  
22 of any Taxes, expenses and/or costs incurred in connection with the taxation of the  
23 Settlement Fund or the filing of any returns. Defendants also shall have no obligation  
24 to communicate with Class Members and others regarding amounts paid under the  
25 Settlement.

26 b. The Class Representatives and Class Counsel shall not  
27 have any liability whatsoever with respect to (i) any act, omission or determination  
28 of the Settlement Administrator, or any of their respective designees or agents, in

1 connection with the administration of the Settlement or otherwise; (ii) the  
2 management, investment or distribution of the Settlement Fund; (iii) the formulation,  
3 design or terms of the disbursement of the Settlement Fund; (iv) the determination,  
4 administration, calculation or payment of any claims asserted against the Settlement  
5 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund;  
6 or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in  
7 connection with the taxation of the Settlement Fund or the filing of any returns.

8 c. The Settlement Administrator shall indemnify and hold  
9 Class Counsel, the Settlement Class, Class Representatives harmless for (i) any act  
10 or omission or determination of the Settlement Administrator, or any of Settlement  
11 Administrator's designees or agents, in connection with the Notice Plan and the  
12 administration of the Settlement; (ii) the management, investment or distribution of  
13 the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the  
14 Settlement Fund; (iv) the determination, administration, calculation or payment of  
15 any claims asserted against the Settlement Fund; (v) any losses suffered by, or  
16 fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding  
17 of any Taxes, expenses and/or costs incurred in connection with the taxation of the  
18 Settlement Fund or the filing of any returns.

19 **E. Settlement Benefits**

20 80. Each Participating Settlement Class Member may qualify for the  
21 following:

22 a. Credit Monitoring and Identity Theft Insurance Services.  
23 Each Participating Settlement Class Member will receive three years of the Credit  
24 Monitoring and Identity Theft Insurance Services. The Credit Monitoring and  
25 Identity Theft Insurance Services will be provided by Identity Guard and is the  
26 "Individual Total Plan" (*see* [www.identityguard.com/plans/total](http://www.identityguard.com/plans/total)). In the event that a  
27 Participating Settlement Class Member already maintains a subscription for the  
28 Individual Total Plan with Identity Guard, their service will be extended by three



1 years for no additional charge. The Credit Monitoring and Identity Theft Insurance  
2 Services will provide certain services to each Participating Settlement Class Member,  
3 including: three Bureau near real-time Credit Monitoring; Monthly Credit Score;  
4 High Risk Transaction Monitoring; Bank Account Monitoring; Dark Web  
5 Monitoring; Threat alerts powered by IBM Watson; Mobile Apps for iOS & Android  
6 devices \$1,000,000 in identity theft insurance; Best in Class customer support &  
7 victim assistance.

8           b.     Out-of-Pocket Costs Payment. In addition to the Credit  
9 Monitoring and Identity Theft Insurance Services, each Participating Settlement  
10 Class Member may submit a claim for up to \$10,000.00 for reimbursement of Out-  
11 of-Pocket Costs (“Out-of-Pocket Costs Payment”). To receive an Out-of-Pocket  
12 Costs Payment, a Settlement Class Member must choose to do so on their given  
13 Claim Form and submit to the Settlement Administrator the following: (i) a valid  
14 Claim Form electing to receive the Out-of-Pocket Costs Payment benefit; (ii) an  
15 attestation regarding any actual and unreimbursed Out-of-Pocket Costs; and (iii)  
16 Reasonable Documentation that demonstrates the Out-of-Pocket Costs to be  
17 reimbursed.

18           c.     Documented Time Payment. In addition to the Credit  
19 Monitoring and Identity Theft Insurance Services and Out-of-Pocket Costs Payment,  
20 each Participating Settlement Class Member may submit a claim for up to ten hours  
21 of Documented Time at \$30 per hour (“Documented Time Payment”). To receive a  
22 Documented Time Payment, a Settlement Class Member must choose to do so on  
23 their given Claim Form and submit to the Settlement Administrator the following:  
24 (i) a valid Claim Form electing to receive the Documented Time Payment benefit;  
25 (ii) an attestation regarding the Documented Time; and (iii) Reasonable  
26 Documentation that demonstrates their Documented Time. In the event a  
27 Participating Settlement Class Member’s claim for Documented Time is rejected by  
28 the Settlement Administrator, the Participating Settlement Class Member will be

1 entitled to receive a Default Time Payment (defined in and pursuant to the terms and  
2 condition of Paragraph IV.D.80. of this Agreement).

3 d. Default Time Payment. In addition to Credit Monitoring  
4 and Identity Theft Insurance Services and Out-of-Pocket Costs Payment, each  
5 Participating Settlement Class Member is entitled to receive a payment for three  
6 hours of Default Time at \$30 per hour (“Default Time Payment”). To receive a  
7 Default Time Payment, a Settlement Class Member must either submit a valid Claim  
8 Form to the Settlement Administrator, or, for members of the California Subclass or  
9 Illinois Subclass, cash or deposit a check for a Subclass Payment. Class Members  
10 will be notified in the Long Form Notice and Summary Notice that the act of  
11 submitting a Claim Form to the Settlement Administrator (via U.S. Mail or through  
12 the Settlement Website), constitutes a representation by the Participating Settlement  
13 Class Member that they expended time in addressing, attempting to remedy, or  
14 remedying issues fairly traceable to the Data Breach. A Participating Settlement  
15 Class Member may not receive Default Time in addition to Documented Time. A  
16 valid claim for Documented Time rejected by the Settlement Administrator will  
17 automatically qualify for a Default Time Payment.

18 e. Subclass Payment for Members of the California Subclass  
19 and Illinois Subclass. In addition to Credit Monitoring and Identity Theft Insurance  
20 Services, Out-of-Pocket Costs Payment, and either Documented Time Payment or  
21 Default Time Payment, each Participating Settlement Class Member who is a  
22 member of the California Subclass and/or Illinois Subclass will receive a check for  
23 approximately \$150 from the Subclass Payment Settlement Fund for the claims  
24 brought under the California Confidentiality of Medical Information Act, Cal. Civ.  
25 Code § 56 *et seq.*, and the Illinois Genetic Information Privacy Act, 410 Ill. Comp.  
26 Stat. Ann. 513/15, respectively (“Subclass Payment”). A Subclass Payment will  
27 automatically be mailed to all members of the California Subclass and Illinois  
28 Subclass, regardless of whether the Settlement Class Member submits a valid Claim

1 Form, as long as they were a California or Illinois citizen or resident during the  
2 Settlement Class Period as reflected on the Settlement Class List, or they provide  
3 Reasonable Documentation demonstrating that they were a citizen or resident of  
4 California or Illinois during the Settlement Class Period. A Settlement Class Member  
5 may not receive more than one Subclass Payment, even if they were both a citizen or  
6 resident of California and Illinois during the Settlement Class Period. The act of  
7 cashing or depositing a Subclass Payment constitutes a submission of a claim for  
8 Default Time by the Settlement Class Member, unless that Settlement Class Member  
9 submits a Claim Form seeking a Documented Time Payment.

10           81. PayPal. Participating Settlement Class Members will be provided  
11 the option to receive any Settlement Payment due to them pursuant to the terms of  
12 this Agreement *via* PayPal (and other electronic means made available by the  
13 Settlement Administrator). In the event Participating Settlement Class Members do  
14 not exercise this option, they will receive their given Settlement Payment *via* a  
15 physical check sent by U.S. Mail.

16           82. Deadline to File Claims. Claim Forms for Credit Monitoring and  
17 Identity Theft Insurance Services, Out-of-Pockets Costs, Documented Time, and/or  
18 Default Time, must be received within 90 days after the Notice Date.

19           83. Deadline to Submit Reasonable Documentation for a Subclass  
20 Payment. Reasonable Documentation demonstrating a Settlement Class Member  
21 was a California or Illinois citizen or resident during the Settlement Class Period  
22 must be received within ninety (90) days after the Notice Date. Proof of California  
23 or Illinois citizenship or residency cannot be documented solely by a personal  
24 certification, declaration or affidavit from the Claimant; a Settlement Class Member  
25 must provide supporting documentation.

26           84. The Settlement Administrator. The Settlement Administrator  
27 shall have the authority to determine whether a Claim Form is valid, timely, and  
28 complete, and to what extent a Claim Form electing to receive an Out-of-Pocket

1 Costs Payment and/or Documented Time Payment reflects valid Out-of-Pocket Costs  
2 and/or Documented Time. Any Out-of-Pocket Costs or Documented Time shall be  
3 deemed fairly traceable to the Data Breach by the Settlement Administrator if the  
4 Out-of-Pocket Costs or Documented Time occurred on or after January 22, 2020, and  
5 the Settlement Administrator determines the Out-of-Pocket Costs and Documented  
6 Time incurred are related to the type of PHI and PII disclosed in the Data Breach. To  
7 the extent, the Settlement Administrator determines a claim for a Out-of-Pocket  
8 Costs Payment and/or Documented Time Payment submitted through a Claim Form  
9 is deficient, within ten (10) days of making such a determination, the Settlement  
10 Administrator shall notify the Claimant of the deficiencies and that Claimant shall  
11 have thirty (30) days to cure the deficiencies and re-submit the claim. The Settlement  
12 Administrator shall exercise reasonable discretion to determine whether the Claimant  
13 has cured the deficient claim such that it reflects valid Out-of-Pocket Costs and/or  
14 Expended Time that are fairly traceable to the Data Breach. If the Claimant fails to  
15 cure the deficiency, the Settlement Administrator shall have no obligation to make  
16 the Out-of-Pocket Costs Payment or Documented Time Payment to that Claimant. If  
17 the Claimant fails to cure the deficiency, the Settlement Administrator shall treat the  
18 claim for Documented Time as a claim for Default Time. The Settlement  
19 Administrator shall also have the authority to determine whether the Reasonable  
20 Documentation submitted by a Settlement Class Member in support of their claim  
21 that they were a California or Illinois citizen or resident during the Settlement Class  
22 Period is valid, timely, and complete, and to what extent the Reasonable  
23 Documentation reflects a Subclass Payment should be provided to that Settlement  
24 Class Member. To the extent, the Settlement Administrator determines the  
25 Reasonable Documentation in support of a Subclass Payment claim is deficient,  
26 within ten (10) days of making such a determination, the Settlement Administrator  
27 shall notify the Settlement Class Member of the deficiencies and that the Settlement  
28 Class Member shall have thirty (30) days to cure the deficiencies and re-submit the

1 claim. The Settlement Administrator shall exercise reasonable discretion to  
2 determine whether the Settlement Class Member has cured the deficient claim such  
3 that it reflects that the Settlement Class Member was a California or Illinois citizen  
4 or resident during the Settlement Class Period. If the Settlement Class Member fails  
5 to cure the deficiency, the Settlement Administrator shall have no obligation to make  
6 a Subclass Payment to that Settlement Class Member.

7           85. Timing of Settlement Benefits. Within ninety (90) days after: (i)  
8 the Effective Date; or (ii) all Claim Forms have been processed subject to the  
9 provisions of Paragraph IV.F.94. of this Agreement, whichever date is later, the  
10 Settlement Administrator shall cause funds to be distributed to members of the  
11 California Subclass and Illinois Subclass receiving Subclass Payments. Members of  
12 the California Subclass and Illinois Subclass shall have ninety (90) days to cash or  
13 deposit their check for a Subclass Payment. Within thirty (30) days of the date in  
14 which all Subclass Payments must be cashed or deposited, the Settlement  
15 Administrator shall determine the amount of funds remaining in the Net Settlement  
16 Funds and shall cause funds to be distributed to Participating Settlement Class  
17 Members with Approved Claims. No later than fifteen (15) days after the Effective  
18 Date, the Settlement Administrator shall provide Identity Guard a list of Participating  
19 Settlement Class Members electing to receive the Credit Monitoring and Identity  
20 Theft Insurance Services, including their names and email addresses. Within thirty  
21 (30) days of the Effective Date, Identity Guard shall make best efforts to provide  
22 Participating Settlement Class Members with enrollment instructions for the Service.  
23 Best efforts shall include, at a minimum, an email to Participating Settlement Class  
24 Members with instructions on enrolling for the Services.

25           86. Order of Distribution of Funds. The Settlement Administrator  
26 must first use the available Net Settlements Funds to make Subclass Payments to all  
27 members of the California Subclass and Illinois Subclass. The Settlement  
28 Administrator shall then utilize the remaining funds to first make all Out-of-Pocket

1 Costs Payments, then to make all Documented Time Payments and Default Time  
2 Payments. Settlement Class Members who receive a Subclass Payment, an Out-of-  
3 Pocket Costs Payment, a Documented Time Payment, and/or a Default Time  
4 Payment, by physical check, shall have ninety (90) days following distribution to  
5 deposit or cash their check. Participating Settlement Class Members who receive the  
6 Credit Monitoring and Identity Theft Insurance Services shall have ninety (90) days  
7 following distribution of the enrollment instructions to sign up for the services.

8 87. Pro-Rata Contingencies.

9 a. In the event that the aggregate amount of all Out-of-Pocket  
10 Costs Payments exceeds the total amount of the Net Settlement Fund after the  
11 Damage Payment Settlement Fund has been funded, then the value of the Out-of-  
12 Pocket Costs Payment to be paid to each Participating Settlement Class Member shall  
13 be reduced on a pro rata basis, such that the aggregate value of all Out-of-Pocket  
14 Payments does not exceed the Net Settlement Fund. In such an event, no Net  
15 Settlement Funds will be distributed to Approved Claims for Documented Time or  
16 Default Time.

17 b. In the event that (i) the aggregate amount of all Out-of-  
18 Pocket Costs Payments does not exceed the Net Settlement Fund, and (ii) the  
19 aggregate amount of all Documented Time Payments and Default Time Payments is  
20 greater than the Net Settlement Fund, less the aggregate amount of the Out-of-Pocket  
21 Costs Payments, then the value of each Participating Settlement Class Members'  
22 Documented Time Payment and Default Time Payment shall be reduced on a pro rata  
23 basis, equally, such that the aggregate value of all Out-of-Pocket Costs Payments,  
24 Documented Time Payment, and Default Time Payments does not exceed the Net  
25 Settlement Fund.

26 c. In the event that the aggregate amount of all Subclass  
27 Payments exceeds the total amount of the Damage Payment Settlement Fund, then  
28 the value of the Subclass Payment to be paid to each member of the California

1 Subclass and Illinois Subclass shall be reduced on a pro rata basis, such that the  
2 aggregate value of all Damage Payments does not exceed the amount of the Subclass  
3 Payment Settlement Fund.

4 d. All pro rata determinations required by this Paragraph shall  
5 be performed by the Settlement Administrator.

6 88. Residual Funds of Subclass Payment Settlement Fund. To the  
7 extent any monies remain in the Subclass Payment Settlement Fund more than ninety  
8 (90) days after the distribution of Subclass Payments to the members of the California  
9 Subclass and Illinois Subclass, the remaining Subclass Payment Settlement Fund will  
10 be returned to the Net Settlement Fund to be used in accordance with Paragraph  
11 IV.D.86 and IV.D.89 of this Agreement.

12 89. Residual Funds for Net Settlement Fund. To the extent any  
13 monies remain in the Net Settlement Fund more than 120 days after the distribution  
14 of Settlement Payments to the Participating Settlement Class Members, a subsequent  
15 Settlement Payment will be evenly made to all Participating Settlement Class  
16 Members with Approved Claims who cashed or deposited their Settlement Payment  
17 provided that the average payment amount is equal to or greater than Five Dollars  
18 and No Cents (\$5.00). The distribution of this remaining Net Settlement Fund shall  
19 continue until the average payment amount in a distribution is less than Five Dollars  
20 and No Cents (\$5.00). In the event that a subsequent Settlement Payment made to  
21 Participating Members would exceed Five Hundred Dollars and No Cents (\$500.00),  
22 then the Parties will seek guidance from the Court on how to disburse the remaining  
23 Net Settlement Fund. If the average payment amount in a distribution would be less  
24 than Five Dollars and No Cents (\$5.00), the remaining Net Settlement Fund will be  
25 used to extend the Credit Monitoring and Identity Theft Insurance Services to  
26 Participating Settlement Class Members receiving that benefit for as long as possible.  
27 Any amount remaining in the Net Settlement Fund after said extension is  
28 accomplished, if any, shall be distributed to the Non-Profit Residual Recipient.

1           90. Returned Checks. For any Settlement Payment returned to the  
2 Settlement Administrator as undeliverable (including, but not limited to, when the  
3 intended recipient is no longer located at the address), the Settlement Administrator  
4 shall make reasonable efforts to find a valid address and resend the Settlement  
5 Payment within thirty (30) days after the check is returned to the Settlement  
6 Administrator as undeliverable. The Settlement Administrator shall only make one  
7 attempt to resend a Settlement Payment.

8           91. Residue of Settlement Fund. No portion of the Settlement Fund  
9 shall revert or be repaid to Defendants after the Effective Date. Any residual funds  
10 remaining in the Net Settlement Fund, after all Administrative Expenses, Taxes, costs  
11 associated with the Credit Monitoring and Identity Theft Insurance Services,  
12 payment to Approved Claims have been paid (or set aside for such purposes), shall  
13 be distributed to Non-Profit Residual Recipient.

14           92. Additional Settlement Benefits to the Class. The Parties agree,  
15 and hereby stipulate, that Plaintiffs, Class Counsel, and this litigation were a  
16 substantial factor for the following remedial efforts taken by Defendants, which are  
17 estimated to have cost Ambry an amount in excess of \$800,000, and potentially up  
18 to \$1.4 million:

- 19           a. notice to Class Members of the Data Breach, including  
20 offering one year of credit monitoring services;
- 21           b. complete investigation into the cause and scope of the Data  
22 Breach;
- 23           c. additional security-related measures to ensure continued  
24 compliance with state and federal authorities;
- 25           d. enhancing policies, procedures, and training to staff on  
26 how to appropriately manage PHI;
- 27           e. continuing annual security-awareness training and  
28 individual training to certain employees and individuals handling PHI;



1 f. enhancing restrictions in the company to access to PHI, and  
2 continuing to require that Ambry's Chief Compliance Officer or the Chief  
3 Compliance Officer's delegate(s) approve employee access to PHI by employee type  
4 and/or by employee;

5 g. instituting prominent red-flag warnings for emails that  
6 come from an external source;

7 h. enhanced security applications, by replacing old  
8 applications and adding additional security systems; and

9 i. retaining vendors that ensure Ambry meets all SOC 2-  
10 certification requirements, perform third-party risk assessments, penetration testing,  
11 and phish-testing emails to all employees.

12 93. Total Settlement Value. Given the amount of the Settlement  
13 Fund, the provision of at least three years of Credit Monitoring and Identity Theft  
14 Insurance Services to Class Members, and the improvements to Defendants' data  
15 security practices that resulted from this Action, Plaintiffs and Proposed Class  
16 Counsel's current estimation, which is not opposed by Defendants, of the total value  
17 of the settlement benefits offered to the Proposed Class is in excess of \$14 Million.  
18 The actual value of the Settlement Benefits provided to the Class is \$13,900,000 plus  
19 an additional \$1,621,852.67 for every one percent (1%) of Class Members receiving  
20 Credit Monitoring and Identity Theft Insurance Services,<sup>2</sup> but before excluding the  
21 cost of Credit Monitoring and Identity Theft Insurance Services. For example, if four  
22 percent (4%) of the Settlement Class enrolls in Credit Monitoring and Identity Theft  
23 Insurance Services, the total value of the settlement benefits will be \$20,387,410.68,  
24 but before excluding the cost of Credit Monitoring and Identity Theft Insurance  
25 Services. Therefore, the value of the settlement benefits offered is likely to exceed  
26

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27  
28 <sup>2</sup> The Credit Monitoring and Identity Theft Insurance Services is valued at \$19.99  
per month for each Participating Settlement Class Member receiving that benefit.  
See [www.identityguard.com/plans/total](http://www.identityguard.com/plans/total).

1 \$20 Million. The Settlement Value includes the \$12,250,000.00 Settlement Fund and  
2 the minimum value of remedial efforts listed in Paragraph IV.E.92 and the Credit  
3 Monitoring and Identity Theft Insurance Services detailed in Paragraph IV.E.80.

4 **F. Settlement Administration**

5 94. Submission of Claims.

6 a. Submission of Electronic and Hard Copy Claims.

7 Settlement Class Members may submit electronically verified Claim Forms to the  
8 Settlement Administrator through the Settlement Website, or may download Claim  
9 Forms to be filled out, signed, and submitted physically by mail to the Settlement  
10 Administrator. Claim Forms must be submitted electronically or postmarked during  
11 the Claims Period and on or before the Claims Deadline. The Settlement  
12 Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not  
13 timely received and is not required to, but may, provide Claimants the ability to cure  
14 defective claims, unless otherwise noted in this Agreement.

15 b. Review of Claim Forms. The Settlement Administrator  
16 will review Claim Forms submitted by Settlement Class Members to determine  
17 whether they are eligible for a Settlement Payment.

18 95. Settlement Administrator's Duties.

19 a. Cost Effective Claims Processing. The Settlement  
20 Administrator shall, under the supervision of the Court, administer the relief provided  
21 by this Agreement by processing Claim Forms in a rational, responsive, cost effective  
22 and timely manner, and calculate Settlement Payments in accordance with this  
23 Agreement.

24 b. Dissemination of Notices. The Settlement Administrator  
25 shall disseminate the Settlement Class Notice as provided for in this Agreement. For  
26 any Settlement Class Notice that is returned to the Settlement Administrator as  
27 undeliverable (including, but not limited to, when the intended recipient is no longer  
28 located at the address), the Settlement Administrator shall make reasonable efforts to

1 find a valid address, including by performing a skip trace, and resend the Settlement  
2 Class Notice within thirty (30) days after the Settlement Class Notice is returned to  
3 the Settlement Administrator as undeliverable.

4 c. Maintenance of Records. The Settlement Administrator  
5 shall maintain reasonably detailed records of its activities under this Agreement. The  
6 Settlement Administrator shall maintain all such records as required by applicable  
7 law in accordance with its business practices and such records will be made available  
8 to Class Counsel and Defendants' Counsel upon request. The Settlement  
9 Administrator shall also provide reports and other information to the Court as the  
10 Court may require. Upon request, the Settlement Administrator shall provide Class  
11 Counsel and Defendants' Counsel with information concerning Notice,  
12 administration, and implementation of the Settlement. Without limiting the  
13 foregoing, the Settlement Administrator shall:

14 i. Receive Requests for Exclusion from Settlement  
15 Class Members and provide Class Counsel and Defendants' Counsel a copy thereof  
16 no later than five (5) days following the deadline for submission of the same. If the  
17 Settlement Administrator receives any Requests for Exclusion or other requests from  
18 Settlement Class Members after expiration of the Opt-Out Period, the Settlement  
19 Administrator shall promptly provide copies thereof to Class Counsel and  
20 Defendants' Counsel.

21 ii. Provide weekly or other periodic reports to Class  
22 Counsel and Defendants' Counsel that include, without limitation, reports regarding  
23 the number of Claim Forms received, the number of Claim Forms approved by the  
24 Settlement Administrator, and the categorization and description of Claim Forms  
25 rejected by the Settlement Administrator. The Settlement Administrator shall also,  
26 as requested by Class Counsel or Defendants' Counsel and from time to time, provide  
27 the amounts remaining in the Net Settlement Fund.

28

1                   iii.    Make available for inspection by Class Counsel and  
2 Defendants' Counsel the Claim Forms and any supporting documentation received  
3 by the Settlement Administrator at any time upon reasonable notice.

4                   iv.    Cooperate with any audit by Class Counsel or  
5 Defendants' Counsel, who shall have the right but not the obligation to review, audit,  
6 and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance  
7 with the terms and conditions of this Agreement.

8                   d.    Creation and Maintenance of Settlement Website. The  
9 Settlement Administrator shall create the Settlement Website. The Settlement  
10 Website shall contain information regarding how to submit Claim Forms (including  
11 submitting Claims Forms electronically through the Settlement Website) and relevant  
12 documents, including, but not limited to, the Long Form Notice, the Claim Form, this  
13 Agreement, the Preliminary Approval Order entered by the Court, and the operative  
14 complaint in the Action. The Settlement Website shall also include a toll-free  
15 telephone number and mailing address through which Settlement Class Members  
16 may contact the Settlement Administrator directly. The Settlement Website shall  
17 also allow for submission of Requests of Exclusion electronically through the  
18 Settlement Website.

19                  e.    Requests for Additional Information. In the exercise of its  
20 duties outlined in this Agreement, the Settlement Administrator shall have the right  
21 to reasonably request additional information from the Parties or any Participating  
22 Settlement Class Member.

23                  f.    Timing of Settlement Payments. The Settlement  
24 Administrator shall begin making all Settlement Payments contemplated in  
25 Paragraphs IV.E.80. of this Agreement by either Pay Pal (or other electronic means  
26 provided by the Settlement Administrator) or check and begin sending them,  
27 consistent with Paragraphs IV.E.85. to Participating Settlement Class Members,  
28 within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been

1 processed subject to the provisions of Paragraph IV.F.94. of this Agreement,  
2 whichever date is later.

3 **G. Settlement Class Notice**

4 96. Direct Notice. Within fourteen days after the date of the  
5 Preliminary Approval Order, Defendant shall provide the Settlement Class List to the  
6 Settlement Administrator.

7 97. Because the Settlement Class List will be provided to the  
8 Settlement Administrator solely for purposes of providing the Class Notice and  
9 Settlement Benefits and processing opt-out requests, the Settlement Administrator  
10 will execute a confidentiality and non-disclosure agreement with Defendants,  
11 Defense Counsel, and Class Counsel and will ensure that any information provided  
12 to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defense  
13 Counsel, or Defendants, including the Class Member Information, will be secure and  
14 used solely for the purpose of effecting this Settlement.

15 98. Within 21 days after receipt of Settlement Class List, the  
16 Settlement Administrator shall disseminate the Summary Notice to the members of  
17 the Settlement Class *via* U.S. Mail. Settlement Class Members may simply mail the  
18 Claim Form attached to the Summary Notice, or use the unique class member  
19 identifier contained in the Notice to log on the Settlement Website and either  
20 download a Claim Form or submit the Claim Form online. The Settlement  
21 Administrator shall use other reasonable fraud-prevention mechanisms to prevent (i)  
22 submission of Claim Forms by persons other than potential Settlement Class  
23 Members, and (ii) submission of more than one Claim Form per person. In the event  
24 a Claim Form is submitted without a unique class member identifier the Settlement  
25 Administrator shall employ reasonable effort to ensure that the Claim is valid.

26 99. Email Reminders. For any Settlement Class Member for whom  
27 the Settlement Administrator has an email address, and who has not submitted a valid  
28 Claim Form, the Settlement Administrator shall transmit periodic email reminders of

1 the opportunity to file a Claim Form prior to the Claim Deadline.

2           100. Settlement Website. Prior to any dissemination of the Summary  
3 Notice, within 21 days after Preliminary Approval of this Agreement, including the  
4 form and content of the Settlement Class Notice, and prior to the Notice Date, the  
5 Settlement Administrator shall cause the Settlement Website to be launched on the  
6 Internet in accordance with this Agreement.

7           101. Contents of the Long Form Notice. The Long Form Notice shall,  
8 *inter alia*, (i) specify the deadline for Settlement Class Members to submit Requests  
9 for Exclusion from, object to, or otherwise comment upon the Settlement by day,  
10 month, and year, and state that any objection to this Agreement, and any papers  
11 submitted in support of said objection, will only be considered by the Court at the  
12 Fairness Hearing if, on or before the deadline to opt-out of, object to, or otherwise  
13 comment upon the Settlement, the Person making the objection files copies of such  
14 papers he or she proposes to submit for consideration at the Fairness Hearing with  
15 the Clerk of the Court and delivers copies of the same by mail, hand, or overnight  
16 delivery service to both Class Counsel and Defendants' Counsel; (ii) contain  
17 instructions on how to submit a Claim Form; (iii) note the deadline for Settlement  
18 Class Members to submit Claim Forms; and (iv) note the date, time and location of  
19 the Fairness Hearing. A copy of the Long Form Notice is attached hereto as **Exhibit**  
20 **E** hereto.

21           102. Substitute Notice. Throughout the Claims Period, Ambry shall  
22 cause a conspicuous posting of this Settlement, including a link to the Settlement  
23 Website, to appear on some part of its website at <https://www.ambrygen.com/>. A  
24 conspicuous posting means one that is easily seen.

25           103. Substitute Notice. The Settlement Administrator shall implement  
26 an industry-standard digital media notice campaign to provide notice of the  
27 Settlement, including a link to the Settlement Website, through various ad exchanges  
28 and distributed across various websites and mobile apps (30-day duration).

1           **H. Opt-Out Procedures**

2           104. Any Settlement Class Member may submit a Request for  
3 Exclusion from the Settlement at any time during the Opt-Out Period. To be valid,  
4 the Request for Exclusion must be (i) submitted electronically on the Settlement  
5 Website, or (ii) postmarked or received by the Settlement Administrator on or before  
6 the end of the Opt-Out Period. In the event the Settlement Class Members submit a  
7 Request for Exclusion to the Settlement Administrator *via* US Mail such Request for  
8 Exclusion must be in writing and must identify the case name *In re: Ambry Genetics*  
9 *Data Breach Litigation*, Case No. 8:20-cv-00791-CJC-KES; state the name, address  
10 and telephone number of the Settlement Class Members seeking exclusion; be  
11 physically signed by the Person(s) seeking exclusion; and must also contain a  
12 statement to the effect that “I/We hereby request to be excluded from the proposed  
13 Settlement Class in *In re: Ambry Genetics Data Breach Litigation*, Case No. 8:20-  
14 cv-00791-CJC-KES.” Any Person who elects to request exclusion from the  
15 Settlement Class shall not (i) be bound by any orders or Judgment entered in the  
16 Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue  
17 of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No  
18 Person may request to be excluded from the Settlement Class through “mass” or  
19 “class” opt-outs.

20           **I. Objection and Comment Procedures**

21           105. Any Settlement Class Member may comment in support of or in  
22 opposition to the Settlement and may do so in writing, in person, or through counsel,  
23 at his or her own expense, at the Fairness Hearing. Except as the Court may order  
24 otherwise, no objection to the Settlement shall be heard, and no papers, briefs,  
25 pleadings, or other documents submitted by any objector shall be received and  
26 considered by the Court unless such objector mails to the Court, or files through the  
27 Court’s ECF system, a written objection with the caption *In re: Ambry Genetics Data*  
28 *Breach Litigation*, Case No. 8:20-cv-00791-CJC-KES, that includes: (i) the

1 Settlement Class Member’s full name, current mailing address, and telephone  
2 number; (ii) a signed statement that he or she believes himself or herself to be a  
3 member of the Settlement Class; (iii) the specific grounds for the objection; (iv) all  
4 documents or writings that the Settlement Class Member desires the Court to  
5 consider; and (v) a statement regarding whether they (or counsel of their choosing)  
6 intend to appear at the Fairness Hearing. All written objections must be postmarked  
7 or filed no later than the Objection Deadline. Any objector who fails to object in the  
8 manner prescribed herein shall be deemed to have waived his or her objections and  
9 forever be barred from making any such objections in the Action or in any other  
10 action or proceeding.

11 **J. Modification or Termination of the Agreement**

12 106. The Class Representatives collectively (on behalf of the  
13 Settlement Class Members) and Defendants shall have the right to terminate this  
14 Agreement by providing written notice of their or its election to do so (“Termination  
15 Notice”) within seven (7) days of: (1) the Court’s refusal to grant Preliminary  
16 Approval of the Agreement in any material respect; or (2) within 14 days of any of  
17 the following: (i) the Court’s refusal to enter the Judgment in any material respect,  
18 or (ii) the date upon which the Judgment is modified or reversed in any material  
19 respect by any appellate or other court.





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2  
3 108. In addition, the terms and provisions of this Agreement may be  
4 amended, modified, or expanded by written agreement of the Parties and approval of  
5 the Court; provided, however, that, after entry of the Preliminary Approval Order,  
6 the Parties may, by written agreement, effect such amendments, modifications, or  
7 expansions of this Agreement and its implementing documents (including all exhibits  
8 hereto) without further notice to the Settlement Class or approval by the Court if such  
9 changes are consistent with the Court's Preliminary Approval Order and do not  
10 materially alter, reduce, or limit the rights of Settlement Class Members under this  
11 Agreement.

12 109. In the event that a party exercises his/her/its option to withdraw  
13 from, rescind, revoke, and/or terminate this Agreement pursuant to any provision  
14 herein, then the Settlement proposed herein shall become null and void (with the  
15 exception of Paragraphs IV.D.71. herein) and shall have no legal effect and may  
16 never be mentioned at trial or in dispositive or class motions or motion papers (except  
17 as necessary to explain the timing of the procedural history of the Action), and the  
18 Parties will return to their respective positions existing immediately before the  
19 execution of this Agreement.

20 110. Notwithstanding any provision of this Agreement, in the event  
21 this Agreement is not approved by any court, or terminated for any reason, or the  
22 Settlement set forth in this Agreement is declared null and void, or in the event that  
23 the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class  
24 Counsel shall not in any way be responsible or liable for any of the Administrative  
25 Expenses, or any expenses, including costs of notice and administration associated  
26 with this Settlement or this Agreement, except as set forth above and that each Party  
27 shall bear its own attorneys' fees and costs.

28 ///

1           **K. Service Awards**

2           111. Class Representatives and Class Counsel may seek Service  
3 Awards to be awarded to the Class Representatives. Any requests for such awards  
4 must be filed at least 21 days before the deadline for filing objections to the  
5 Settlement. Defendants agree not to oppose requests for Service Awards to the extent  
6 they do not exceed Two Thousand Five Hundred and No Cents (\$2,500.00) per Class  
7 Representative.

8           112. The Settlement Administrator shall pay the Service Awards  
9 approved by the Court to the Class Representatives from the Settlement Fund. Such  
10 Service Awards shall be paid by the Settlement Administrator, in the amount  
11 approved by the Court, five (5) Business Days after the Effective Date.

12           113. In the event the Court declines to approve, in whole or in part, the  
13 payment of the Service Awards in the amounts requested, the remaining provisions  
14 of this Agreement shall remain in full force and effect. No decision by the Court, or  
15 modification or reversal or appeal of any decision by the Court, concerning the  
16 amount of Service Awards shall constitute grounds for cancellation or termination of  
17 this Agreement.

18           **L. Fee Award and Costs**

19           114. Class Counsel may file a motion for an award of the Fee Award  
20 and Costs to be paid from the Settlement Fund. The motion must be filed at least 21  
21 days before the deadline for filings objections to the Settlement. Defendants agree  
22 not to oppose a request for an award of attorneys' fees that does not exceed Four  
23 Million Nine Hundred Thousand Dollars and No Cents (\$4,900,000.00) and  
24 Litigation Expenses. Prior to the disbursement or payment of the Fee Award and  
25 Costs under this Agreement, Class Counsel shall provide to Defendants and the  
26 Settlement Administrator a properly completed and duly executed IRS Form W-9.  
27 Fee Award and Costs shall be paid by the Settlement Administrator, in the amount  
28 approved by the Court, five Business Days after the Effective Date.

1           115. Unless otherwise ordered by the Court, Class Counsel shall have  
2 the sole and absolute discretion to allocate any approved Fee Award and Costs  
3 amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Defendants shall  
4 have no liability or other responsibility for allocation of any such attorneys' fees and  
5 costs.

6           116. The Settlement is not conditioned upon the Court's approval of  
7 the Fee Award and Costs or the Service Awards.

8           **M. Judgment**

9           117. This Agreement is subject to and conditioned upon the issuance  
10 by the Court of the Judgment, which will grant final approval of this Agreement and  
11 among other things shall:

12                   a. Dismiss the Action with prejudice and without costs,  
13 except as contemplated by this Agreement;

14                   b. Decree that neither the Judgment nor this Agreement  
15 constitutes an admission by the Defendants of any liability or wrongdoing  
16 whatsoever;

17                   c. Bar and enjoin all Releasing Parties from asserting against  
18 any of the Released Parties any and all Released Claims;

19                   d. Release each Released Party from any and all Released  
20 Claims;

21                   e. Determine that this Agreement is entered into in good faith  
22 and represents a fair, reasonable, and adequate settlement that is in the best interests  
23 of the members of the Settlement Class; and

24                   f. Preserve the Court's continuing and exclusive jurisdiction  
25 over the Parties to this Agreement, including Defendants and all Participating  
26 Settlement Class Members, to administer, supervise, construe, and enforce this  
27 Agreement in accordance with its terms for the mutual benefit of the Parties, but  
28 without affecting the finality of the Judgment.

1           **N. Representations and Warranties**

2           118. Each signatory to this Agreement represents and warrants (i) that  
3 he, she, or it has all requisite power and authority to execute, deliver and perform this  
4 Agreement and to consummate the transactions contemplated herein, (ii) that the  
5 execution, delivery and performance of this Agreement and the consummation by it  
6 of the actions contemplated herein have been duly authorized by all necessary  
7 corporate action on the part of each signatory, and (iii) that this Agreement has been  
8 duly and validly executed and delivered by each signatory, and constitutes its legal,  
9 valid and binding obligation.

10           **O. No Admission of Liability or Wrongdoing**

11           119. This Agreement, whether or not consummated, and any  
12 negotiations, proceedings or agreements relating to this Agreement, and any matters  
13 arising in connection with settlement negotiations, proceedings, or agreements:

14                   a. Shall not be admissible in any action or proceeding for any  
15 reason, other than an action to enforce the terms hereof;

16                   b. Shall not be described as, construed as, offered or received  
17 against the Released Parties as evidence of and/or deemed to be evidence of any  
18 presumption, concession, or admission by any Released Party of the truth of any fact  
19 alleged by Plaintiffs; the validity of any claim that has been or could have been  
20 asserted in the Action or in any litigation; the deficiency of any defense that has been  
21 or could have been asserted in the Action or in any litigation; or any liability,  
22 negligence, fault, or wrongdoing of any of the Released Parties; and

23                   c. Shall not be described as or construed against the Released  
24 Parties, Plaintiffs, or any Settlement Class Members as an admission or concession  
25 that the consideration to be given hereunder represents the amount which could be or  
26 would have been awarded to said Plaintiffs or the members of the Settlement Class  
27 after trial.

28       ///

1           **P.    Miscellaneous Provisions**

2           120. Entire Agreement. This Agreement, including all exhibits hereto,  
3 shall constitute the entire Agreement among the Parties with regard to the subject  
4 matter hereof and shall supersede any previous agreements, representations,  
5 communications and understandings among the Parties. Each of the Parties to this  
6 Agreement acknowledges that no other Party to this Agreement, nor any agent or  
7 attorney of any such party, has made any promise, representation, or warranty,  
8 express or implied, not contained in this Agreement to induce either party to execute  
9 this Agreement. Neither Party is relying on the other Party or their agents or attorneys  
10 and rather each Party decided to resolve the dispute in their own independent  
11 determination and judgment. This Agreement may not be changed, modified, or  
12 amended except in writing signed by all Parties, subject to Court approval. The  
13 Parties contemplate that, subject to Court approval or without such approval where  
14 legally permissible, the exhibits to this Agreement may be modified by subsequent  
15 Agreement of counsel for the Parties prior to dissemination of the Settlement Class  
16 Notice to the Settlement Class.

17           121. Governing Law. This Agreement shall be construed under and  
18 governed by the laws of the State of California, applied without regard to laws  
19 applicable to choice of law.

20           122. Execution by Counterparts. This Agreement may be executed by  
21 the Parties in one or more counterparts, each of which shall be deemed an original  
22 but all of which together shall constitute one and the same instrument. Facsimile  
23 signatures or signatures sent via email shall be treated as original signatures and shall  
24 be binding.

25           123. Notices. Any notice, instruction, application for Court approval  
26 or application for Court orders sought in connection with this Agreement or other  
27 document to be given by any Party to any other Party shall be in writing and delivered  
28 personally or sent by registered or certified mail, postage prepaid, if to Defendants to

1 the attention of Defendants' Counsel, or if to Plaintiffs or the Settlement Class to  
2 Class Counsel, or to other recipients as the Court may specify. All notices to the  
3 Parties or counsel required by this Agreement shall be made in writing and  
4 communicated by mail and email to the following addresses:

If to Plaintiffs or Class Counsel:	If to Defendants or Defendant's Counsel:
5 6 Daniel S. Robinson ROBINSON CALCAGNIE INC. 19 Corporate Plaza Dr. Newport Beach, CA 92660 7 8 Tina Wolfson AHDOOT & WOLFSON, PC 10728 Lindbrook Drive Los Angeles, CA 90024 9 10 Jean Martin MORGAN & MORGAN 201 N Franklin St, 7th Floor, Tampa, FL 33602 11 12 13 14	Craig J. Mariam Michael Dailey Hazel Pangan GORDON REES SCULLY MANSUKHANI 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 15 16 17 18 19 20 21 22 23 24 25 26 27 28

15 124. Binding Effect. This Agreement shall be binding upon and inure  
16 to the benefit of the heirs, successors, assigns, executors, and legal representatives of  
17 each of the Parties hereto.

18 125. Construction. For the purpose of construing or interpreting this  
19 Agreement, the Parties agree that this Agreement is to be deemed to have been  
20 drafted equally by all Parties hereto and shall not be construed strictly for or against  
21 any Party.

22 126. Severability. The waiver or breach by one Party of any provision  
23 of this Agreement shall not be deemed a waiver or breach of any other provision of  
24 this Agreement.

25 127. Integration of Exhibits. The exhibits to this Agreement and any  
26 exhibits thereto are an integral and material part of the Settlement and are hereby  
27 incorporated and made a part of the Agreement.

28 128. Headings. The headings contained in this Agreement are for

1 reference purposes only and shall not affect in any way the meaning or interpretation  
2 of this Agreement.

3           129. Taxability. Defendants do not make and have not made any  
4 representations regarding the taxability of any Settlement Benefit, Fee Award, and/or  
5 any other payments made pursuant to this Agreement. Plaintiffs, Class  
6 Representatives, and Class Counsel (on behalf of themselves and the Settlement  
7 Class Members) represent that that they have not relied upon any representation of  
8 any of the Defendants or their attorneys or the Settlement Administrator on the  
9 subject of taxability of any consideration provided under this Agreement. Plaintiffs,  
10 Class Representatives, and Class Counsel (on behalf of themselves and the  
11 Settlement Class Members) understand and expressly agree that any income or other  
12 tax, including any interest, penalties or other payment obligations ultimately  
13 determined to be payable from or with respect to any Settlement Benefit, Fee Award,  
14 and/or any other payments made pursuant to this Agreement, as well as any state or  
15 federal reporting obligations imposed on them arising therefrom or attributable  
16 thereto, shall not be Defendants' responsibility.

17           130. Counterparts. The Settlement Agreement may be executed in one  
18 or more counterparts. All executed counterparts and each of them shall be deemed to  
19 be one and the same instrument. A complete set of original executed counterparts  
20 shall be filed with the Court.

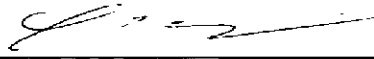
21           131. Deadlines. If any of the dates or deadlines specified herein falls  
22 on a weekend or legal holiday, the applicable date or deadline shall fall on the next  
23 business day. All reference to "days" in this Agreement shall refer to calendar days,  
24 unless otherwise specified. The Parties reserve the right, subject to the Court's  
25 approval, to agree to any reasonable extensions of time that might be necessary to  
26 carry out any of the provisions of this Agreement.

27           132. Dollar Amounts. All dollar amounts are in United States dollars,  
28 unless otherwise expressly stated.

1           **IN WITNESS WHEREOF**, each of the Parties hereto has caused this  
2 Agreement to be executed on its behalf by its duly authorized counsel of record, all  
3 as of the day set forth below:

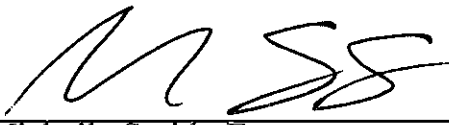
4 Dated: July 25, 2022

GORDON REES SCULLY  
MANSUKHANI LLP

  
\_\_\_\_\_  
Craig J. Mariam

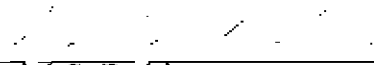
*Attorneys for Defendants  
Ambry Genetics Corporation*

10  
11 Dated: 7/21/22

  
\_\_\_\_\_  
Michelle Smith, Esq.  
General Counsel  
Ambry Genetics Corporation

16 Dated: 7/22/22

ROBINSON CALCAGNIE, INC.

  
\_\_\_\_\_  
Daniel S. Robinson

AHDOOT & WOLFSON, PC

\_\_\_\_\_  
Tina Wolfson

MORGAN & MORGAN

\_\_\_\_\_  
Jean Martin

*Interim Co-Lead Counsel for the Class*







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Dated: 07 / 19 / 2022

*Alma Fidela*

\_\_\_\_\_  
Plaintiff Alma Fidela Circas

Dated:

\_\_\_\_\_  
Plaintiff Kaitlyn Nakagoshi

Dated:

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Plaintiff Michelle Pascoe

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Plaintiff Colette Domingues

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Plaintiff Marion Farrier

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Plaintiff Rosemary O'Hara

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Plaintiff Lisa Neumann

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Plaintiff Cheryl Terrano

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Plaintiff Sandra Brodsky

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Plaintiff Ariann Tagioli

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**FILE NAME** 2022.07.14 Ambry ...ent Agreement.pdf  
**DOCUMENT ID** b3e5a76f96f0b1fede6003e15d7cc54edd74d483  
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**STATUS** • Signed

Document History



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from brenda@justice4you.com  
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Plaintiff Alma Fidela Circus

Dated: 7/21/22

  
Plaintiff Kaitlyn Nakagosh

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Plaintiff Michelle Pascoe

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Plaintiff Colette Domingues

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Plaintiff Marion Farrier

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Dated: Plaintiff Alma Fidela Circas

Dated: Plaintiff Kaitlyn Nakagoshi

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Plaintiff Michelle Pascoe

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Plaintiff Colette Domingues

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Plaintiff Marina Farmer

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*Penelope O'Hara*  
Plaintiff Penelope O'Hara

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Plaintiff Rosemary O'Hara

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Plaintiff Michael Annoni

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18 Dated: 7/22/2022 Plaintiff Lisa Neumann

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Dated: 7/20/2022 *Sandra Brodsky*  
Plaintiff Sandra Brodsky

Dated: Plaintiff Ariann Tagioli

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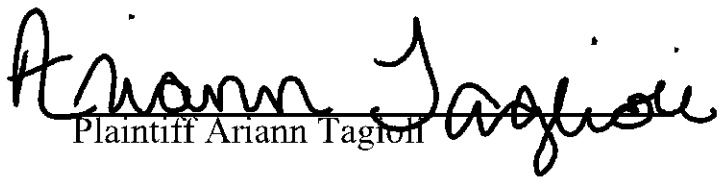
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Plaintiff Rula Kanawati

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Plaintiff Elizabeth Nakogshi,  
individually and as parent and guardian  
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Plaintiff Jill Barduca

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Plaintiff Laura Jasielum

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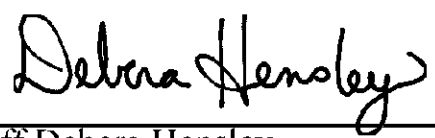
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27 Dated: Plaintiff Jill Barduca

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*11/14/2011*

Plaintiff *[Signature]*

Plaintiff Rachel Hoffman

Plaintiff Benjamin Cooperon, II

Plaintiff Laura Jasielum

Plaintiff Debra Hensley

Plaintiff Linda Stewart


Plaintiff Ann Hockstra

*[Signature]*

Plaintiff Rula Kanawati

Plaintiff Elizabeth Nakogshi,  
individually and as parent and guardian  
of E.N.

Plaintiff Jill Barduca

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individually and as parent and guardian  
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Dated: *Jill Barduca 7/21/2022*  
Plaintiff Jill Barduca

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Dated: Jonee D. Coleman 7/21/22  
Plaintiff Jonee Coleman

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Plaintiff Debora Pancoast

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Plaintiff Nicole McMurphy

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Dated: Plaintiff Jonee Coleman

Dated: Plaintiff Debora Pancoast

Dated: Jul 21, 2022 *Nicole McMurphy 02/08/2022*  
Plaintiff Nicole McMurphy

# Ambry Settlement Agreement 2022.07.20

Final Audit Report

2022-07-21

Created:	2022-07-21
By:	Carol Corneilse (ccorneilse@masonllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA492ZkOTwkH1c4GSe3haV8CWPCX6pNNwX

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-  Email viewed by nicole lawton (nicoleclawton@gmail.com)  
2022-07-21 - 6:00:59 PM GMT- IP address: 74.125.212.206
-  Document e-signed by nicole lawton (nicoleclawton@gmail.com)  
Signature Date: 2022-07-21 - 6:50:44 PM GMT - Time Source: server- IP address: 174.202.76.146
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Dated:

Plaintiff Jonee Coleman

Dated: 7/25/2022

DocuSigned by:  
*Debora Pancoast*  
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Plaintiff Debora Pancoast

Dated:

Plaintiff Nicole McMurphy

7/20/2022 → Benjamin B. Cooper II

# EXHIBIT A

## **CLAIM FORM FOR AMBRY GENETICS DATA BREACH BENEFITS**

*In re Ambry Genetics Data Breach Litigation, Case No. 8:20-cv-00791*

**USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND IDENTITY THEFT INSURANCE SERVICES; CASH PAYMENTS FOR REIMBURSEMENT OF OUT-OF-POCKET COSTS, DOCUMENTED TIME, AND/OR DEFAULT TIME; AND/OR A SUBCLASS PAYMENT**

**The DEADLINE to submit this Claim Form is: [90 DAYS FROM NOTICE DATE]**

### **I. GENERAL INSTRUCTIONS**

If you are one of the approximate 225,370 Ambry Genetics Corporation patients or customers who were notified on or around April 2020, that their Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”) was stored by and potentially accessed by an unauthorized user in the Data Breach, you are a “Class Member.” If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Class Member.

As a Class Member, you are eligible to receive three years of free Credit Monitoring and Identity Theft Insurance Services (“Credit Monitoring & Insurance Services”), and up to a \$10,000 cash payment for reimbursement of Out-of-Pocket Costs that are fairly traceable to the Data Breach, and a cash payment for time spent addressing or remedying issues that are fairly traceable to the Data Breach (\$30 per hour for up to ten hours of Documented Time *or* \$30 per hour for up to three hours of Default Time).

If you are a member of the California Settlement Subclass (“California Subclass”) or Illinois Settlement Subclass (“Illinois Subclass”), you will automatically receive an additional cash payment of up to \$150 for a Subclass Payment. You are a member of the California Subclass or Illinois Subclass if you were a citizen or resident of California or Illinois as identified on the Settlement Class List or you can provide Reasonable Documentation demonstrating you were a California or Illinois citizen or resident between January 22, 2017 and [insert date Preliminary Approval Order entered].

The free Credit Monitoring & Insurance Services will be the Identity Defense Total+ provided by Pango Group, valued at \$19.99 per month. If you are already enrolled with the Identity Defense Total+ Service (or a similar service from Pango), then your current service will be extended by three years for no additional charge if you notify Pango Group in writing during the Claims Period. If you are presently enrolled in the Identity Guard Individual Total Plan (or a similar service from Identity Guard), then you may elect to delay the start date of your Credit Monitoring and Insurance Services for up to one year after the Effective Date provided that you notify Pango Group in writing during the Claims Period. Credit Monitoring & Insurance Services will be provided once per person, rather than once per account.

Cash payment amounts may be reduced *pro rata* (proportionately) depending on how many people submit such claims. Additional payments may also be sent. Complete information about the Settlement and its benefits are available at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

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

[Admin Contact Info]

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.**



**II. CLAIMANT INFORMATION**

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

First Name M.I. Last Name

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Alternative Name(s)

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Mailing Address, Line 1: Street Address/P.O. Box

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Mailing Address, Line 2:

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City: State: Zip Code:

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Telephone Numbers (Home) Telephone Numbers (Home)

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Email Address

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Date of Birth (mm/dd/yyyy) Claim Number Provided on mailed Notice (if known)

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**III. CREDIT MONITORING & IDENTITY THEFT INSURANCE SERVICES**

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

**IV. DEFAULT TIME PAYMENT**

If you wish to receive a Default Time Payment, simply return this Claim Form or, for members of the California Subclass or Illinois Subclass, you may alternatively cash or deposit a check for a Subclass Payment. A check will be mailed to the address you provided in Section II, above, as long as the Net Settlement Fund is not depleted by the claims for Out-of-Pocket Costs. You cannot receive a Documented Time Payment and Default Time Payment (see section VI. below).

If you would prefer to receive your Settlement Payment via an electronic payment, and please provide the email address associated with your PayPal, Venmo, or Zelle account below [OPTIONAL]:

--

Select one [OPTIONAL]:  PayPal,  Venmo,  Zelle

## V. REIMBURSEMENT FOR OUT-OF-POCKET COSTS

In addition to Credit Monitoring & Insurance Services and a Default Time Payment, you may also seek reimbursement for up to \$10,000 of Out-of-Pocket Costs you incurred that are fairly traceable to the Data Breach. Out-of-Pocket Costs include, for example: credit-related costs related to purchasing credit reports, credit monitoring, or identity theft protection; costs to place a freeze or alert on credit reports; costs incurred retrieving medical records; and costs to replace a driver’s license, state identification card, or social security number, which are attributable to the Ambry Data Breach at issue in this Action.

In order to make a claim for Out-of-Pocket Costs you must (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Out-of-Pocket Costs will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Out-of-Pocket Costs occurred on or after January 22, 2020, and the Settlement Administrator determines the Out-of-Pocket Costs incurred are related to the type of PHI and/or PII disclosed in the Data Breach.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Professional fees incurred in connection with identity theft or fraud	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> </div> (mm/dd/yy)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;">\$</span> <span style="width: 25%;"> </span> <span style="width: 25%;"> </span> <span style="width: 25%;">.</span> <span style="width: 25%;"> </span> </div>	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> </div> (mm/dd/yy)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;">\$</span> <span style="width: 25%;"> </span> <span style="width: 25%;"> </span> <span style="width: 25%;">.</span> <span style="width: 25%;"> </span> </div>	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>
<input type="radio"/> Credit freeze	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> </div> (mm/dd/yy)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;">\$</span> <span style="width: 25%;"> </span> <span style="width: 25%;"> </span> <span style="width: 25%;">.</span> <span style="width: 25%;"> </span> </div>	<i>Examples: Notices or account statements reflecting payment for a credit freeze:</i>
<input type="radio"/> Credit monitoring that was ordered after January 22, 2020 through the date on which the Credit Monitoring & Insurance Services become available through this Settlement	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> <span style="width: 25%;">/</span> <span style="width: 25%;"> </span> </div> (mm/dd/yy)	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> <span style="width: 25%;">\$</span> <span style="width: 25%;"> </span> <span style="width: 25%;"> </span> <span style="width: 25%;">.</span> <span style="width: 25%;"> </span> </div>	<i>Example: Receipts or account statements reflecting purchases made for Credit Monitoring &amp; Insurance Services</i>

<input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long- distance telephone charges	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>
<input type="radio"/> Other (provided detailed description)	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i>

### VI. DOCUMENTED TIME PAYMENT

In addition to Credit Monitoring & Insurance Services and reimbursement of Out-of-Pocket Costs, you may file a claim for a payment for Documented Time for \$30 per hour for up to ten hours of time you actually spent remedying or attempting to remedy issues fairly traceable to the Data Breach, including for example: time spent on any identity fraud, theft, or other fraud; purchasing credit reports, credit monitoring or identity theft protection; placing a freeze or alert on credit reports; reviewing medical or other records that may have been compromised by, resulted from, or affected by fraud; and replacing a driver's license, state identification card, or social security number.

To make a claim for Documented Time: (i) state, in the space provided below, the number of hours (up to ten) you spent addressing or remedying issues caused by the Data Breach; (ii) sign the attestation at the end of this Claim Form; and (iii) submit Reasonable Documentation supporting your claimed time. Documented Time will be deemed fairly traceable to the Data Breach by the Settlement Administrator if the Documented Time occurred on or after January 22, 2020, and the Settlement Administrator determines the Documented Time incurred are related to the type of PHI and/or PII disclosed in the Data Breach.

Number of hours spent remedying issues relating to the Ambry Data Breach:

If you do not submit Reasonable Documentation supporting a Documented Time Payment claim, or your claim for Documented Time is rejected by the Settlement Administrator for any reason and you do not cure the defect, you will receive a Default Time Payment instead.

### VII. SUBCLASS PAYMENT

If you received a Notice informing you that the Settlement Class List indicated you are a member of the California Subclass or Illinois Subclass, you will automatically be mailed a Subclass Payment up to \$150, which you will receive in addition to any other Settlement benefits you elect to receive that are approved. If you did not receive a Notice informing you that you are a member of the California Subclass or Illinois Subclass, but you were a citizen or resident of California or Illinois between January 22, 2017 and [insert date Preliminary Approval Order entered], please (i) sign the attestation at the end of this Claim Form that you are a member of the California Subclass or Illinois Subclass and (ii) submit documentation demonstrating you were a California or Illinois citizen or resident between January 22, 2017 and [insert date Preliminary Approval Order entered ], including, but not limited to, medical records, credit card statements, bank statements, invoices, utility bills, telephone records, and receipts.

**VIII. ATTESTATION  
(REQUIRED FOR OUT-OF-POCKET COSTS OR DOCUMENTED TIME CLAIMS)**

I, \_\_\_\_\_, declare that I expended the Out-of-Pocket Costs and Documented Time claimed above.  
[Name]

I, \_\_\_\_\_, declare that I am a member of the California Subclass or Illinois Subclass.  
[Name]

I declare under penalty of perjury under the laws of California and of the United States of America that the foregoing is true and correct. Executed on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
[Date] [City] [State]

\_\_\_\_\_  
[Signature]

# EXHIBIT B

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21 *Co-Lead Counsel for the Proposed Class*

22 [Additional Counsel Listed on the Signature Page]

23 **UNITED STATES DISTRICT COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**  
25 **SOUTHERN DIVISION**

26 *In re Ambry Genetics Data Breach*  
27 *Litigation*

28 This Document Relates To: All Cases

Hon. Cormac J. Carney  
Courtroom 9B

Lead Case No.: 8:20-cv-00791 CJC (KESx)

**CLASS ACTION**

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

1           **WHEREAS**, the Court held a Final Approval Hearing to consider approval of this  
2 class action Settlement on \_\_\_\_\_, 2022. The Court has considered the  
3 Settlement Agreement (Dkt. \_\_\_), all matters submitted to it at the Final Approval Hearing,  
4 the relevant law, and all other files, records, and proceedings in this Action.

5           **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS FOLLOWS:**

6           1. For purposes of this Order, the Court adopts the terms and definitions set  
7 forth in the Settlement Agreement.

8           2. The Court has jurisdiction over the subject matter of this Action and all  
9 matters relating to the Settlement, as well as personal jurisdiction over the Class  
10 Representatives, the Settlement Class Members, and Defendant Ambry Genetics  
11 Corporation.

12           3. The Court finds that the Notice was implemented in accordance with the  
13 Preliminary Approval Order and (a) constituted the best practicable notice under the  
14 circumstances; (b) constituted notice that is reasonably calculated, under the  
15 circumstances, to apprise the Settlement Class of the pendency of the Action; their right  
16 to submit a claim; their right to object to any aspect of the Settlement and/or Class  
17 Counsel’s motion for attorneys’ fees and expenses and Service Payments to the Class  
18 Representatives; their right to exclude themselves from the Settlement Class; and their  
19 right to appear at the Final Approval Hearing; (c) was reasonable and constituted due,  
20 adequate, and sufficient notice to all Persons entitled to receive notice; and (d) met all  
21 applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause  
22 of the United States Constitution, and the rules of the Court.

23           4. The Court finds that, for purposes of the Settlement only, all prerequisites  
24 for maintenance of a class action set forth in Federal Rules of Civil Procedure 23(a) and  
25 (b)(3) are satisfied. The Court certifies the following Settlement Class for purposes of  
26 Settlement only as follows:

27                   The approximately 225,370 patients who are identified on the  
28                   Settlement Class List, including Plaintiffs, whose protected  
                    health information and personally identifiable information was

1 allegedly contained in an employee's compromised email  
2 account in the Data Breach. Excluded from the Settlement Class  
3 are: (1) the Judges presiding over the Action, and members of  
4 their families; (2) the Defendants, their subsidiaries, parent  
5 companies, successors, predecessors, and any entity in which the  
6 Defendants or their parents have a controlling interest and their  
7 current or former officers, directors, and employees; (3) Persons  
8 who properly execute and submit a Request for Exclusion prior  
9 to the expiration of the Opt-Out Period; and (4) the successors or  
10 assigns of any such excluded Persons.

11 5. Plaintiffs Alma Fidela Cercas, Kaitlyn Nakagoshi, Michele Pascoe, Colette  
12 Domingues, Marion Farrier, Rosemary O'Hara, Michael Annoni, Lisa Neumann, Cheryl  
13 Terrano, Sandra Brodsky, Ariann Tagioli, Debra Volk, Beth Velardi, Rachel Harkness,  
14 Benjamin Cooperson II, Laura Jasielum, Debera Hensley, Linda Stewart, Ann Hoekstra,  
15 Rula Kanawati, Elizabeth Nakagoshi, individually and as parent and guardian of E.N., Jill  
16 Barduca, Jonee Coleman, Debora Pancoast, and Nicole McMurphy ("Class  
17 Representatives") are hereby appointed, for settlement purposes only, as representatives  
18 for the Settlement Class for purposes of Federal Rule of Civil Procedure 23.

19 6. Daniel S. Robinson of Robinson Calcagnie, Inc., Tina Wolfson of Ahdoot &  
20 Wolfson, PC and Jean Martin of Morgan & Morgan Complex Litigation Group are hereby  
21 appointed as counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure  
22 23.

23 7. In evaluating a proposed class action settlement under Federal Rule of Civil  
24 Procedure 23(e), the standard is whether the settlement "is fundamentally fair, adequate,  
25 and reasonable." The Court has conducted a careful and probing inquiry regarding the  
26 Settlement, which meets the heightened fairness standard applicable prior to class  
27 certification. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants  
28 final approval of the Settlement and finds that the Settlement is fair, reasonable, and  
adequate and in the best interests of the Settlement Class Members based on the following  
factors, among others:

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///



1           a.       There is no fraud or collusion underlying this Settlement, and it was  
2 reached as a result of extensive arm’s-length negotiations, occurring over the course of  
3 several months and mediation with a respected mediator. *See, e.g., Officers for Justice v.*  
4 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982); *In re Bluetooth Headset Prods.*  
5 *Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (presence of a neutral mediator is a factor  
6 weighing in favor of a finding of non-collusiveness).

7           b.       The complexity, expense, and likely duration of the litigation favor  
8 settlement—which provides meaningful benefits on a much shorter time frame than  
9 otherwise possible—on behalf of the Settlement Class Members. *See, e.g., Lane v.*  
10 *Facebook, Inc.*, 696 F.3d 811, 820 (9th Cir. 2012) (affirming the district court’s approval  
11 of a settlement where class counsel “reasonably concluded that the immediate benefits  
12 represented by the Settlement outweighed the possibility—perhaps remote—of obtaining  
13 a better result at trial”); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.  
14 1992) (the Ninth Circuit has a “strong judicial policy that favors settlements, particularly  
15 where complex class action litigation is concerned”). Based on the stage of the  
16 proceedings—including multiple Rule 12 motions and forthcoming class certification  
17 briefing—and the amount of investigation and discovery conducted, the Parties have  
18 developed a perspective on the strengths and weaknesses of their respective cases in order  
19 to “make an informed decision about settlement.” *In re Mego Fin. Corp. Sec. Litig.*, 213  
20 F.3d 454, 459 (9th Cir. 2000) (quoting *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,  
21 1239 (9th Cir. 1998)).

22           c.       The support of Class Counsel and the Class Representatives, who have  
23 participated in this litigation and evaluated the proposed Settlement, also favor final  
24 approval. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979).

25           d.       The Settlement provides meaningful relief to the Class, including cash  
26 relief, and falls within the range of possible recoveries by the Settlement Class Members.

27           e.       The Releases set forth in Section IV.C. of the Settlement Agreement  
28 are expressly incorporated herein. The Releases are effective as of the Effective Date.

1 Accordingly, the Court orders pursuant to this Order, as of the Effective Date of the  
2 Settlement, and as provided in the Settlement Agreement, that Class Representatives and  
3 Settlement Class Members release any and all claims or causes of action of every kind  
4 and description, including any causes of action in law, claims in equity, complaints, suits  
5 or petitions, and any allegations of wrongdoing, demands for legal, equitable or  
6 administrative relief (including, but not limited to, any claims for injunction, rescission,  
7 reformation, restitution, disgorgement, constructive trust, declaratory relief,  
8 compensatory damages, consequential damages, penalties, exemplary damages, punitive  
9 damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or  
10 have (including, but not limited to, assigned claims and any and all "Unknown Claims"  
11 as defined in the Settlement Agreement) that have been or could have been asserted  
12 against any of the Released Parties and related to, arising out of, or connected with the  
13 Action, based on one or more of the same factual predicates as the Action, in any court,  
14 tribunal, forum or proceeding, regard-less of whether the claims or causes of action are  
15 based on federal, state, or local law, statute, ordinance, regulation, contract, common law,  
16 or any other source.

17 8. The individuals identified in Exhibit A attached hereto and incorporated by  
18 this reference, submitted timely and valid Requests for Exclusion, are not releasing any  
19 claims, and are not bound by the terms of the Settlement Agreement or this Order. These  
20 individuals shall not share in the monetary benefits of the Settlement, and this Order does  
21 not affect their legal rights to pursue any claims they may have against Defendants.

22 9. The Court finds that an award of attorneys' fees and expenses in the total  
23 amount of \$\_\_\_\_\_ to Class Counsel is fair and reasonable; and therefore,  
24 approves such award. Class Counsel has the sole and absolute discretion to allocate this  
25 award to Plaintiffs' Counsel and any other attorneys based on each attorney's  
26 contributions to the prosecution and settlement of these Actions. No other counsel will  
27 be entitled to an independent award of attorneys' fees or expenses.

1           10. The Court finds that a Service Award in the amount of \$\_\_\_\_\_ to each  
2 Class Representative is fair and reasonable; and therefore, approves such payment. Such  
3 amounts shall be paid to the Class Representatives pursuant to and consistent with the  
4 terms of the Settlement Agreement.

5           11. The Action, including all actions consolidated into the Action, and all claims  
6 asserted in the actions, is settled and dismissed on the merits with prejudice.

7           12. Consummation of the Settlement shall proceed as described in the Settlement  
8 Agreement, and the Court reserves jurisdiction over the subject matter and each Party to  
9 the Settlement with respect to the interpretation and implementation of the Settlement for  
10 all purposes, including enforcement of any of the terms thereof at the instance of any  
11 Party and resolution of any disputes that may arise relating to the implementation of the  
12 Settlement or this Order.

13           13. Without affecting the finality of this Order in any way, the Court shall retain  
14 jurisdiction over this Action, the Class Representatives, members of the Settlement Class,  
15 and Defendants to enforce the terms of the Settlement, the Court's order preliminarily  
16 certifying the class (Dkt. \_\_\_\_), and this Order. In the event that any applications for relief  
17 are made, such applications shall be made to the Court. To avoid doubt, this Order applies  
18 to and is binding upon the Parties, the Settlement Class Members, and their respective  
19 heirs, successors, and assigns.

20           14. The Settlement and this Order are not admissions of liability or fault by the  
21 Released Parties, or a finding of the validity of any claims in the Action or of any  
22 wrongdoing or violation of law by the Released Parties. To the extent permitted by law,  
23 neither this Order, nor any of its terms or provisions, nor any of the negotiations or  
24 proceedings connected with it, shall be offered as evidence or received in evidence in any  
25 pending or future civil, criminal, or administrative action or proceeding to establish any  
26 liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing  
27 in this Order shall be interpreted to prohibit the use of this Order in a proceeding to  
28

1 consummate or enforce the Settlement or this Order, or to defend against the assertion of  
2 released claims in any other proceeding, or as otherwise required by law.

3 **IT IS SO ORDERED.**

4  
5 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
6 HON. CORMAC J. CARNEY  
7 UNITED STATES DISTRICT JUDGE  
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# EXHIBIT C

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21 *Co-Lead Counsel for the Proposed Class*

22 [Additional Counsel Listed on the Signature Page]

23 **UNITED STATES DISTRICT COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**  
25 **SOUTHERN DIVISION**

26 *In re Ambry Genetics Data Breach*  
27 *Litigation*

28 This Document Relates To: All Cases

Hon. Cormac J. Carney  
Courtroom 9B

Lead Case No.: 8:20-cv-00791 CJC (KESx)

**CLASS ACTION**

**[PROPOSED] JUDGMENT**

1 On \_\_\_\_\_, 2023, the Court [granted] Plaintiffs' motion for final  
2 approval and [granted] Plaintiffs' motion for a Fee and Expense Award and Service  
3 Award. (Dkt. \_\_.) Judgment is entered. The Clerk shall close this file.

4 **IT IS SO ORDERED.**

5  
6 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
7 HON. CORMAC J. CARNEY  
8 UNITED STATES DISTRICT JUDGE  
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# EXHIBIT D



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15 [Additional Counsel Listed on the Signature Page]

17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19 **SOUTHERN DIVISION**

20 *In re Ambry Genetics Data Breach*  
21 *Litigation*

22 This Document Relates To: All Cases

Hon. Cormac J. Carney  
Courtroom 9B

Lead Case No.: 8:20-cv-00791 CJC (KESx)

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
APPROVING FORM AND CONTENT  
OF CLASS NOTICE**

1           **WHEREAS**, Plaintiffs and Defendant Ambry Genetics Corporation (together, the  
2 “Parties”) in the above-described class action (“Action”) have applied for an order,  
3 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, regarding certain matters  
4 in connection with a proposed settlement of the Action, in accordance with a Class Action  
5 Settlement Agreement and Release (“Settlement Agreement”) entered into by the Parties  
6 on September 22, 2022, which, together with the exhibits and appendices thereto, sets  
7 forth the terms and conditions for a proposed resolution of this litigation and for its  
8 dismissal with prejudice;

9           **WHEREAS**, this Court has reviewed the Settlement Agreement entered into by  
10 the Parties, all exhibits thereto, the record in this case, and the Parties’ arguments.

11           **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS FOLLOWS:**

12           1.       The Court finds that the Parties have shown the Court it will likely be able  
13 to approve the proposed Settlement, as embodied in the Settlement Agreement, as being  
14 fair, reasonable, and adequate under Rule 23(e) of the Federal Rules of Civil Procedure,  
15 subject to further consideration at the Final Approval Hearing to be conducted, as  
16 described in Paragraphs 19-21 below.

17           2.       All terms and definitions used herein have the same meanings as set forth in  
18 the Settlement Agreement.

19           3.       The Court has reviewed the terms of the proposed Settlement Agreement,  
20 the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the  
21 declaration of counsel. Based on its review of these papers, the Court finds that the  
22 Settlement Agreement appears to be the result of serious, informed, non-collusive  
23 negotiations conducted with the assistance of former United States Magistrate Judge  
24 Honorable Jay C. Gandhi

25           4.       The terms of the Settlement Agreement do not improperly grant preferential  
26 treatment to any individual or segment of the Settlement Class and fall within the range  
27 of possible approval as fair, reasonable, and adequate.

28           5.       The Court therefore **GRANTS** the preliminary approval of the Settlement

1 Agreement and all of the terms and conditions contained therein.

2 **Certification for Settlement Purposes Only**

3 The Settlement Agreement defines the Settlement Class as follows: the  
4 approximately 225,370 patients who are identified on the Settlement Class List, including  
5 Plaintiffs, whose protected health information and personally identifiable information was  
6 allegedly contained in an employee’s compromised email account in the Data Breach (the  
7 “Class”). Excluded from the Settlement Class are: (1) the Judges presiding over the  
8 Action, and members of their families; (2) the Defendants, their subsidiaries, parent  
9 companies, successors, predecessors, and any entity in which the Defendants or their  
10 parents have a controlling interest and their current or former officers, directors, and  
11 employees; (3) Persons who properly execute and submit a Request for Exclusion prior  
12 to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such  
13 excluded Persons.

14 6. If the Settlement Agreement is not finally approved by this Court, or if such  
15 final approval is reversed or materially modified on appeal by any court, (a) to the extent  
16 applicable, the Preliminary Approval Order, the Final Approval Order, and the Judgment,  
17 and all of its or their provisions will be vacated by its or their own terms, including, but  
18 not limited to, vacating any and all rulings regarding class certification for settlement  
19 purposes, including conditional certification of the Settlement Class, conditional  
20 appointment of Plaintiffs as Class Representatives, and conditional appointment of  
21 Plaintiffs’ Counsel as Class Counsel; (b) the Settlement Agreement will be deemed null  
22 and void (with the exception of Paragraphs IV.D.71.), and the Action will revert to the  
23 status that existed before the Settlement Agreement’s execution date; and (c) (i) no term  
24 or draft of the Settlement Agreement, (ii) nor any part of the Parties’ settlement  
25 discussions, negotiations, or documentation (including any declaration or brief filed in  
26 support of the motion for preliminary approval or motion for final approval), (iii) nor any  
27 rulings regarding class certification for settlement purposes (including the Preliminary  
28 Approval Order and, if applicable, the Final Approval Order and the Judgment), will have

1 any effect or be admissible into evidence for any purpose in the Action or any other  
2 proceeding. If the Court does not approve the Settlement or enter the Final Approval  
3 Order and the Judgment for any reason, or if the Final Settlement Date cannot occur for  
4 any reason, Defendants shall retain all their rights, for example, to object to the  
5 maintenance of the Action as a class action, to move for summary judgment, and to assert  
6 defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings  
7 related to the Settlement shall be used as evidence or argument by any Party concerning  
8 whether the Action may properly be maintained as a class action, or for any other purpose.

9       7. Solely for purposes of effectuating the proposed Settlement, the Court finds,  
10 pursuant to Rule 23(e)(1), that the prerequisites for class certification under Federal Rule  
11 of Civil Procedure 23(a) are likely to be found satisfied as: the Settlement Class is  
12 comprised of hundreds of thousands of individuals; there are questions of law or fact  
13 common to the Settlement Class; the Class Representatives' claims are typical of those of  
14 Settlement Class Members; and the Settlement Class Representatives will fairly and  
15 adequately protect the interests of the Settlement Class.

16       8. Solely for purposes of effectuating the proposed Settlement, the Court finds,  
17 pursuant to Rule 23(e)(1), that the prerequisites for class certification under Federal Rule  
18 of Civil Procedure 23(b)(3) are likely to be found satisfied as: the questions of law or fact  
19 common to the Settlement Class predominate over individual questions and class action  
20 litigation is superior to other available methods for the fair and efficient adjudication of  
21 this controversy.

22       9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for  
23 purposes of effectuating the Settlement, the Court hereby appoints as Class  
24 Representatives: Alma Fidela Cercas, Kaitlyn Nakagoshi, Michele Pascoe, Colette  
25 Domingues, Marion Farrier, Rosemary O'Hara, Michael Annoni, Lisa Neumann, Cheryl  
26 Terrano, Sandra Brodsky, Ariann Tagioli, Debra Volk, Beth Velardi, Rachel Harkness,  
27 Benjamin Cooperson II, Laura Jasielum, Debera Hensley, Linda Stewart, Ann Hoekstra,  
28 Rula Kanawati, Elizabeth Nakagoshi, individually and as parent and guardian of E.N., Jill

1 Barduca, Jonee Coleman, Debora Pancoast and Nicole McMurphy.

2 10. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for  
3 purposes of effectuating the Settlement, the Court hereby appoints as Class Counsel to  
4 represent the proposed Settlement Class: Daniel S. Robinson of Robinson Calcagnie,  
5 Inc., Tina Wolfson of Ahdoot & Wolfson, PC, and Jean Martin of Morgan & Morgan  
6 Complex Litigation Group. Solely for the purposes of effectuating the Settlement, Class  
7 Counsel are authorized to act on behalf of the Class Representatives, and all other  
8 Settlement Class Members with respect to all acts or consents required by or that may be  
9 given pursuant to the Settlement Agreement, including all acts that are reasonably  
10 necessary to consummate the Settlement, subject to final approval by the Court of the  
11 Settlement.

12 **Administration and Notice to the Settlement Class**

13 11. The Court appoints Simpluris, Inc. to serve as the Settlement Administrator.  
14 Simpluris, Inc. shall supervise and administer the notice procedures, establish and operate  
15 the Settlement Website, administer the claims processes, distribute cash payments  
16 according to the processes and criteria set forth in the Settlement Agreement, and perform  
17 any other duties that are reasonably necessary and/or provided for in the Settlement  
18 Agreement.

19 12. All reasonable costs of notice and costs of administering the Settlement shall  
20 be paid from the Settlement Fund as contemplated by Paragraph IV.D.71 of the Settlement  
21 Agreement.

22 13. The Court approves, as to form and content, of the proposed Claim Form,  
23 Long Form Notice, and the Summary Notices which are attached to the Settlement  
24 Agreement as Exhibits A, D and E, respectively, and finds that their dissemination  
25 substantially in the manner and form set forth in the Settlement Agreement meets the  
26 requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best  
27 notice practicable under the circumstances, and is reasonably calculated, under the  
28 circumstances, to apprise members of the Settlement Class of the pendency of the Action,

1 the effect of the proposed Settlement (including the releases contained therein), the  
2 anticipated Motion for Attorneys' Fees and Expenses and for Service Awards, and their  
3 rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

4 14. Within fourteen days of the Court entering the Preliminary Approval Order,  
5 Defendant shall, for the purpose of facilitating the distribution of the Summary Notices,  
6 provide the Settlement Administrator, who shall maintain such list confidentially and  
7 shall not disclose to any other party or third person, with the Settlement Class List.

8 15. Pursuant to Section IV.G. of the Settlement Agreement, the Settlement  
9 Administrator shall complete dissemination of the Notice on or before the Notice Date,  
10 defined in the Settlement Agreement as 21 calendar days from the date the Settlement  
11 Administrator receives the Settlement Class List from Defendant. Within 21 days after  
12 entry of this Preliminary Approval Order, the Settlement Administrator shall complete  
13 Substitution Notice consistent with the terms of the Settlement Agreement, establish the  
14 Settlement Website which shall contain relevant documents relating to the settlement such  
15 as the Notices, information about the submission of Claim Forms, and other relevant  
16 documents (such as the operative complaint filed in the Action, the Settlement  
17 Agreement, the Preliminary Approval Order, Claim Forms, any application for the Fee  
18 and Expense Award and Service Award, any brief filed by the Parties in support of the  
19 Settlement, and the Final Approval Order).

20 **Participation in the Settlement, Requests for Exclusion and Objections**

21 16. Settlement Class Members who wish to make a Claim must do so by  
22 submitting a Claim Form by the Claim Deadline, which is hereby set as 90 days following  
23 the Notice Date, in accordance with the instructions contained therein. The Settlement  
24 Administrator shall determine the eligibility of Claims submitted and allocate the  
25 Settlement Funds in accordance with the Settlement Agreement.

26 17. Settlement Class Members who wish to object to the Settlement must mail  
27 to the Court, or files through the Court's ECF system, a written objection with the caption  
28 *In re: Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791-CJC-KES, that

1 includes: (i) the Settlement Class Member’s full name, current mailing address, and  
2 telephone number; (ii) a signed statement that he or she believes himself or herself to be  
3 a member of the Settlement Class; (iii) the specific grounds for the objection; (iv) all  
4 documents or writings that the Settlement Class Member desires the Court to con-sider;  
5 and (v) a statement regarding whether they (or counsel of their choosing) intend to appear  
6 at the Fairness Hearing. All written objections must be post-marked or filed no later than  
7 the Objection Deadline. Any member of the Settlement Class who does not file a valid  
8 and timely written objection in accordance with these procedures and the procedures  
9 detailed in Paragraph IV.I.105 of the Settlement Agreement, shall be deemed to have  
10 waived any objection, shall not be permitted to object to the Settlement, and shall be  
11 precluded from seeking any review of the Settlement Agreement and/or the Final  
12 Approval Order by appeal or other means.

13         18. Any putative member of the Settlement Class who seeks to be excluded from  
14 the Settlement Class must be (i) submitted electronically on the Settlement Website, or  
15 (ii) postmarked or received by the Settlement Administrator on or before the end of the  
16 Opt-Out Period. In the event the Settlement Class Members submit a Request for  
17 Exclusion to the Settlement Administrator via US Mail such Request for Exclusion must  
18 be in writing and must identify the case name *In re: Ambry Genetics Data Breach*  
19 *Litigation*, Case No. 8:20-cv-00791-CJC-KES; state the name, address and telephone  
20 number of the Settlement Class Members seeking exclusion; be physically signed by the  
21 Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We  
22 hereby request to be excluded from the proposed Settlement Class in *In re: Ambry*  
23 *Genetics Data Breach Litigation*, Case No. 8:20-cv-00791-CJC-KES.” Any Person who  
24 elects to request exclusion from the Settlement Class shall not (i) be bound by any orders  
25 or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain  
26 any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this  
27 Agreement. No Person may request to be excluded from the Settlement Class through  
28 “mass” or “class” opt-outs. Any member of the Settlement Class who does not file a valid

1 and timely Request for Exclusion shall be bound by the terms of the Settlement  
2 Agreement upon entry of the Final Approval Order.

3 **Final Approval Hearing**

4 19. The Final Approval Hearing shall be held by the Court on \_\_\_\_\_,  
5 \_\_\_\_\_, beginning at \_\_:\_\_ a.m., in Courtroom 9B of the United States District Court for  
6 the Central District of California, Ronald Reagan Federal Building and United States  
7 Courthouse, 411 West Fourth Street, Santa Ana, California 92701.

8 20. At the Final Approval Hearing, the Court will determine whether: (1) the  
9 requirements for certification of the Settlement Class have been met; (2) the proposed  
10 settlement of the Action on the terms set forth in the Settlement should be approved as  
11 fair, reasonable, adequate, and in the best interests of the Settlement Class Members; (3)  
12 Class Counsel's motion for a Fee and Expense Award and Service Awards should be  
13 approved; and (4) the Final Approval Order and the Judgment approving the Settlement  
14 and dismissing the Action on the merits with prejudice against the Plaintiffs and all other  
15 Settlement Class Members should be entered.

16 21. The Final Approval Hearing may, without further notice to the Settlement  
17 Class Members (except those who have filed timely and valid objections and requested  
18 to speak at the Final Hearing), be continued or adjourned by order of the Court.

19 22. Objections by any Settlement Class Member to (a) the certification of the  
20 Settlement Class; (b) the Settlement; and/or (c) the entry of the Final Approval Order and  
21 Final Judgment, shall be considered by the Court at the Final Approval Hearing only if  
22 such Settlement Class Member files with the Court a notice of his or her objections,  
23 submits documentary proof that he or she is a Settlement Class Member, and states the  
24 basis for such objections.

25 23. On or before \_\_\_\_\_, 2022, Class Counsel shall file all papers in  
26 support of the application for the Final Approval Order and Final Judgment. On or before  
27 \_\_\_\_\_, 2022, Class Counsel shall file all papers in support of any motion for a Fee  
28 and Expense Award and Service Award.



1           24.    Objections by any Settlement Class Member to Class Counsel’s motion for  
2 a Fee and Expense Award and Service Awards shall be considered by the Court at the  
3 Final Approval Hearing only if such Settlement Class Member files with the Court a  
4 notice of his or her objections, submits documentary proof that he or she is a Settlement  
5 Class Member, and states the basis for such objections, by \_\_\_\_\_, 2022.

6           25.    Class Counsel’s motion for a Fee and Expense Award and Service Award  
7 will be considered separately from the fairness, reasonableness, and adequacy of the  
8 Settlement. Any appeal from any order relating solely to Class Counsel’s motion for a  
9 Fee and Expense Award and Service Award, or any reversal or modification of any such  
10 order, shall not operate to terminate, vacate, or cancel the Settlement.

11           26.    All proceedings and deadlines in this matter, except those necessary to  
12 implement this Order and the Settlement, are hereby stayed and suspended until further  
13 order by the Court.

14           27.    All Persons in the Settlement Class who do not validly opt out and exclude  
15 themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims  
16 as set forth in the Settlement Agreement until further order of the Court.

17           28.    The Parties’ Counsel are hereby authorized to utilize all reasonable  
18 procedures in connection with the administration of the Settlement which are not  
19 materially inconsistent with either this Order or the Settlement Agreement.

20 **IT IS SO ORDERED.**

21  
22  
23  
24 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
HON. CORMAC J. CARNEY  
UNITED STATES DISTRICT JUDGE

# EXHIBIT E

# Notice of Ambry Genetics Data Breach Class Action Settlement

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully and completely.*

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

- A Settlement has been proposed in a class action lawsuit against Ambry Genetics Corporation (“Ambry”), relating to the data breach that Ambry announced in April 2020 (the “Data Breach”).
- If you are one of the approximate 225,370 patients who are identified on the Settlement Class List, whose Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”) was allegedly contained in an employee’s compromised email account in the Data Breach, you are included in this Settlement as a “Class Member.”
- Under the Settlement, Ambry has agreed to establish a \$12,250,000 Settlement Fund to pay for (1) credit monitoring and identity theft insurance services, (2) cash payments to Class Members for reimbursement of certain out-of-pocket costs and up to \$30 per hour for up to ten hours for time spent addressing or remedying issues fairly traceable to the Data Breach; (3) an additional cash payment to Class Members who were a resident or citizen of California or Illinois sometime between January 22, 2017 and Month XX, 2022, and (4) the costs of the settlement administration, court-approved attorneys’ fees and expenses and service awards for the Class Representatives. In addition, Ambry has taken or will take certain remedial measures and enhanced security measures that it will continue to implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM FORM</b> <b>EARLIEST DEADLINE: [XXXX XX, 2022]</b>	Submitting a Claim Form is the only way that you can receive all of the benefits provided by this Settlement, such as credit monitoring and identity theft insurance services, reimbursement of out-of-pocket costs, money for time spent addressing or remedying issues fairly traceable to the Data Breach, and additional cash payments for Class Members who were a resident or citizen of California or Illinois sometime between January 22, 2017 and Month XX, 2022.  If you submit a Claim Form or cash or deposit a check for a Subclass Payment, you will give up the right to sue the Defendants and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE: [XXXX XX, 2022]</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants, or certain related parties, for the claims this Settlement resolves.  If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: [XXXX XX, 2022]</b>	You may object to the Settlement by writing to the Court and informing it why you don’t think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement.  If you object, you may also file a Claim Form to receive Settlement benefits, but you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.
<b>GO TO THE “FINAL FAIRNESS” HEARING</b> <b>DATE: XXXX XX, 2022</b>	You may attend the Final Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.**

## BASIC INFORMATION

### 1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Cormac J. Carney of the United States District Court for the Central District of California, Southern Division is overseeing this class action. The case is known as *In Re Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791 (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the companies they sued, Ambry Genetics Corporation and Realm IDX, Inc. f/k/a Konica Minolta Precision Medicine, Inc., are all called the "Defendants."

### 2. What is this lawsuit about?

On or about April 15, 2020, Ambry announced that in January 2020, an unauthorized user potentially accessed the patients' names, dates of birth, health insurance information, medical information, and for some patients, Social Security Numbers, diagnosis information, and other personally identifiable information/protected health information of approximately 225,370 Ambry patients (the "Data Breach").

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

### 3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Alma Fidela Cercas, Kaitlyn Nakagoshi, Michele Pascoe, Colette Domingues, Marion Farrier, Rosemary O'Hara, Michael Annoni, Lisa Neumann, Cheryl Terrano, Sandra Brodsky, Ariann Tagioli, Debra Volk, Beth Velardi, Rachel Harkness, Benjamin Cooperson II, Laura Jasielum, Debera Hensley, Linda Stewart, Ann Hoekstra, Rula Kanawati, Elizabeth Nakagoshi, individually and as parent and guardian of E.N., Jill Barduca, Jonee Coleman, Debora Pancoast and Nicole McMurphy.

### 4. Why is there a Settlement?

The Class Representatives and the Defendants do not agree about the propriety of the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or the Defendants. Instead, the Class Representatives and Ambry have agreed to settle the Action. The Class Representatives and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendants.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

If you received a postcard Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if you are one of the approximately 225,370 patients identified on the Settlement Class List, whose PHI and PII was allegedly contained in an employee's compromised email account in the Data Breach.

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

Yes, the Settlement does not include: the Defendants, any entity in which the Defendants have a controlling interest, and the Defendants' officers, directors, legal representatives, successors, subsidiaries, and assigns; any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; and any individual who timely and validly requests to be excluded from the Settlement Class.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com), or call the Settlement Administrator's toll-free number at 1-888-888-8888.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Credit Monitoring and Identity Theft Insurance Services;
- Cash Payment for reimbursement of Out-of-Pocket Costs;
- Cash Payment for Documented Time or Default Time;
- Additional Cash Payment to members of the California Settlement Subclass and Illinois Settlement Subclass; and
- Certain remedial measures and enhanced security measures that Ambry will or has taken as a result of this Action.

### 9. Tell me more about the Credit Monitoring and Identity Theft Insurance Services.

Credit Monitoring and Identity Theft Insurance Services provides a way to help protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Identity Theft Insurance Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services offered by Ambry in 2020. You are eligible to make a claim for the Credit Monitoring and Identity Theft Insurance Services being offered through this Settlement even if didn't sign up for the previous services.

Credit Monitoring and Insurance Services are being provided by Pango Group who offer Identity Defense. The service being offered to Settlement Class Members is Identity Defense Total + Pango Group's latest "next generation" Identity and Privacy monitoring Service. These Credit Monitoring and Identity Theft Insurance Services include at least three years of the following:

- Up to \$1 Million Dollars reimbursement insurance for certain eligible losses and fraud related expenses from AIG covering losses due to identity theft, stolen funds, etc.;
- Three bureau credit monitoring providing alerts regarding certain changes to the Participating Settlement Class Member's credit profile including new credit accounts, negative account changes, new collection accounts, reported address changes, and near-real-time alerts for credit inquiries;
- Authentication alerts when someone attempts to make a change to the Participating Settlement Class Member's personal account information within the covered network;
- Monthly Credit Score;
- High Risk Transaction Monitoring and Alerts provide notice of high-risk transactions including but not limited to account takeovers, wire transfers, tax refunds, payday loan applications, and cell service applications;
- Bank Account Monitoring;
- Dark Web Monitoring that will provide notification if the Participating Settlement Class Member's registered information such as Social Security number, credit card numbers, financial account numbers, health insurance number, passport number, or email address are found on the Dark Web;
- Best in Class Customer support and victim assistance provided by Pango;
- Security Freeze Action Links to Credit, Specialty Finance, Closed Checking and Savings Account and Utility Bureaus;
- Lost Wallet Protection; and
- Threat Alerts & Insights which provide information about different types of threats to your identity and personal finances as well as advice on and examples of ways to protect yourself streamed directly to the members dashboard.

More information about the Credit Monitoring and Identity Theft Insurance Services being provided Pango Group through this Settlement is available at [insert Pango Group's landing page].

### 10. Tell me more about the Cash Payments for reimbursement of Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft and fraud that was fairly traceable to the Data Breach, or you spent money to protect yourself from future harm because of the Data Breach, you may make a claim for reimbursement of up to \$10,000 in Out-of-Pocket Costs.

Out-of-Pocket Costs consist of unreimbursed losses or expenditures that a Settlement Class Member actually incurred, including, but not limited to, unreimbursed losses and consequential expenses (including credit-related costs related to purchasing credit reports, credit monitoring, or identity theft protection; costs to place a freeze or alert on credit reports; costs incurred retrieving medical records; and costs to replace a driver's license, state identification card, or social security number) that are fairly traceable to the Data Breach and incurred on or after January 22, 2020. Other losses or expenditures fairly traceable to the Data Breach may also be eligible for reimbursement.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

**11. Tell me more about Cash Payments for Documented Time.**

If you spent time remedying or addressing issues fairly traceable to the Data Breach, including time spent on any identity fraud, theft, or other fraud; purchasing credit reports, credit monitoring or identity theft protection; placing a freeze or alert on credit reports; reviewing medical or other records that may have been compromised by, resulted from, or affected by fraud; and replacing a driver's license, state identification card, or social security number, you may qualify for a cash payment of \$30 per hour for up to ten hours of time (up to \$300).

To receive a Documented Time payment, you will be required to state the actual time spent remedying issues fairly traceable to the Data Breach, swear that the information you are providing is "true and accurate under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include medical records, credit card statements, bank statements, invoices, utility bills, telephone records, and receipts.

Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement.

**12. Tell me more about Cash Payments for Default Time.**

If you spent time remedying or addressing issues fairly traceable to the Data Breach and you do not make a claim for Documented Time, you may instead qualify for a cash payment of \$30 per hour for three hours of time (up to \$90). This is referred to as the "Default Time."

You are not required to provide Reasonable Documentation with your Claim Form to receive a Default Time payment. If you file a Claim Form for Documented Time and it is rejected by the Settlement Administrator and you do not correct it, your claim for Documented Time will instead be considered a claim for Default Time. If you are a member of the California Settlement Subclass or Illinois Settlement Subclass and you cash or deposit your Subclass Payment, you will automatically receive a payment for Default Time, unless you submit a claim for Documented Time and it is approved.

Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement. In the event that payments for Default Time would be less than \$5, the funds for Default Time Payments will instead be used to extend the Credit Monitoring and Identity Theft Insurance Services provided to all Participating Settlement Class Members.

**13. Tell me more about the Ambry's remedial measures and enhanced security measures.**

As a result of the Action, Ambry provided notice to Class Members of the Data Breach, including offering one year of credit monitoring services; complete investigation into the cause and scope of the Data Breach; additional security-related measures to ensure continued compliance with state and federal authorities; enhancing policies, procedures, and training to staff on how to appropriately manage PHI; continuing annual security-awareness training and individual training to certain employees and individuals handling PHI; enhancing restrictions in the company to access to PHI, and continuing to require that Ambry's Chief Compliance Officer or the Chief Compliance Officer's delegate(s) approve employee access to PHI by employee type and/or by employee; instituting prominent red-flag warnings for emails that come from an external source; enhanced security applications, by replacing old applications and adding additional security systems; and retaining vendors that ensure Ambry meets all SOC 2-certification requirements, perform third-party risk assessments, penetration testing, and phish-testing emails to all employees.

**14. What is the total value of the Settlement?**

The Settlement provides a \$12,250,000 Settlement Fund, significant remedial actions taken by Defendants for the benefit of the Class and an estimated \$1,621,852.67 for every 2,254 Class Members who submit a valid claim for Credit Monitoring and Identity Theft Insurance Services (but before excluding the cost of the Credit Monitoring and Identity Theft Insurance Services). Therefore, if approximately 9,014 Class Members submit a valid claim for Credit Monitoring and Identity Theft Insurance Services, the total value of the Settlement is at least \$20 million (before excluding the cost of the Credit Monitoring and Identity Theft Insurance Services). Any court-approved attorneys' fees, costs and expenses, service awards to the named Plaintiffs, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses (capped at \$349,000) will be paid out of the Settlement Fund, the balance ("Net Settlement Fund") will be used to pay for the above benefits.

**15. What am I giving up to receive a Settlement payment or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants and related parties about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (see next question).

**16. What are the Released Claims?**

In exchange for the Settlement, Class Members agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.**

**This Settlement affects your legal rights even if you do nothing.**

foregoing, as well as Plaintiffs and Class Counsel (“Released Parties”) from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that have been or could have been asserted against any of the Released Parties and related to, arising out of, or connected with the Action, based on one or more of the same factual predicates as the Action, in any court, tribunal, forum or proceeding, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source.

The Release Claims do not include claims against the cyber attackers who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the Personal Information stolen in the Data Breach for unlawful purposes).

More information is provided in the Class Action Settlement Agreement and Release which is available at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

You must complete and submit a Claim Form by xxxx xx, 2022. Claim Forms may be submitted online at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com), printed from the website and mailed to the Settlement Administrator at the address on the form, or by returning the Notice that you may have received by mail at your home. If you are a member of the California Settlement Subclass or Illinois Settlement Subclass, you may also cash or deposit a check for the Subclass Payment to automatically receive a Default Time Payment (unless you submit a claim for Documented Time, which is approved).

Claim Forms are also available by calling 1-888-888-8888 or by writing to *In re Ambry Genetics Data Breach Litigation*, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please call 1-888-888-8888 to obtain it.

You may file a claim for Credit Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs, and Documented Time *or* Default Time. You may also submit Reasonable Documentation to show you are a member of the California Settlement Subclass or Illinois Settlement Subclass.

### 18. How do I make a claim for Credit Monitoring and Identity Theft Insurance Services?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for Credit Monitoring and Identity Theft Insurance Services and a cash payment for Default Time. Simply provide your email address (optional), tear the Claim Form at the perforation and place it in the mail on or before xxxx xx, 2022. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Credit Monitoring and Identity Theft Insurance Services are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

The deadline to file a claim for Credit Monitoring and Identity Theft Insurance Services is xxxx xx, 2022.

### 19. How do I make a claim for a cash payment for reimbursement of my Out-of-Pocket Costs?

To file a claim for a cash payment of up to \$10,000 for reimbursement of Out-of-Pockets Costs, you must submit a valid Claim Form electing to receive a payment for Out-of-Pockets Costs. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as medical records, credit card statements, bank statements, invoices, utility bills, telephone records, and receipts.

Instructions for filling out a claim for Out-of-Pocket Costs are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

The deadline to file a claim for Out-of-Pocket Costs is xxxx xx, 2022.

### 20. How do I make a claim for a cash payment for Documented Time?

To file a claim for cash payment of up to \$300 for Documented Time spent remedying or addressing issues fairly traceable to the Data Breach, you must submit a valid Claim Form electing to receive a payment for Documented Time. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as medical records, credit card statements, bank statements, invoices, utility bills, telephone records, and receipts.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

Instructions for filling out a claim for Documented Time or Default Time are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

The deadline to file a claim for Documented Time is **xxxx xx, 2022**.

You may file a claim for Documented Time in addition to claims for Credit Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs, and, for members of the California Settlement Subclass or Illinois Settlement Subclass, a Subclass Payment, but you cannot make a claim for both Documented Time and Default Time.

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

## **21. How do I make a claim for a cash payment for Default Time?**

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a cash payment for Default Time and Credit Monitoring and Identity Theft Insurance Services. To file a claim for cash payment of up to \$90 for Default Time spent remedying or addressing issues fairly traceable to the Data Breach, simply tear the Claim Form at the perforation and place it in the mail on or before **xxxx xx, 2022**. If you wish to receive your payment via PayPal, Venmo, or Zelle instead of a check, simply provide your email address (optional). If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Default Time are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

The deadline to file a claim for Default Time is **xxxx xx, 2022**.

You may file a claim for Default Time in addition to claims for Credit Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs, and, for members of the California Settlement Subclass or Illinois Settlement Subclass, a Subclass Payment, but you cannot make a claim for both Documented Time and Default Time.

If you are a member of the California Settlement Subclass or Illinois Settlement Subclass, you may also cash or deposit a check for the Subclass Payment to automatically receive a Default Time Payment (unless you submit a claim for Documented Time, which is approved).

## **22. How do I receive a Subclass Payment?**

Members of the California Settlement Subclass or Illinois Settlement Subclass, are eligible to receive an additional cash payment of up to \$150 from the Subclass Payment Settlement Fund for the claims brought under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 et seq., and the Illinois Genetic Information Privacy Act, 410 Ill. Comp. Stat. Ann. 513/15, respectively ("Subclass Payment"). A Subclass Payment will automatically be mailed to all members of the California Settlement Subclass and Illinois Settlement Subclass, regardless of whether the Settlement Class Member submits a valid Claim Form, as long as they were a California or Illinois citizen or resident as reflected on the Settlement Class List. Class Members who were a citizen or resident of California or Illinois sometime between January 22, 2017 and [insert date Preliminary Approval Order is entered], but whose address in the Settlement Class List does not indicate they were a California or Illinois citizen or resident, may submit a Claim Form attesting that they believe they are a member of the California Settlement Subclass or Illinois Settlement Subclass and provide Reasonable Documentation, such as medical records, credit card statements, bank statements, invoices, utility bills, telephone records, or receipts, demonstrating they were a resident or citizen of California or Illinois between January 22, 2017 and insert date Preliminary Approval Order is entered ], in order to receive a Subclass Payment.

Instructions for Settlement Class Members who wish to provide Reasonable Documentation demonstrating they were a California citizen or resident during the Settlement Class Period are found on the Claim Form. You may access the Claim Form and view a video on how to file a claim at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

A Settlement Class Member may not receive more than one Subclass Payment, even if they were both a citizen or resident of California and Illinois during the Settlement Class Period.

The deadline to provide Reasonable Documentation demonstrating the Class Member was a California citizen or resident during the Settlement Class Period is **xxxx xx, 2022**.

In addition to receiving a Subclass Payment, members of the California Settlement Subclass and Illinois Settlement Subclass may file a claim for Credit Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs, and either a payment for Documented Time or Default Time.

The act of cashing or depositing a check for a Subclass Payment constitutes a representation by the Participating Settlement Class Member that they expended time in addressing, attempting to remedy, or remedying issues fairly traceable to the Data Breach, and they will be considered to have submitted a claim to receive a Default Time Payment, unless you elect to receive a Documented Time Payment, which is approved by the Settlement Administrator.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**



**23. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-888-8888 or by writing to:

*In Ambry Genetics Data Breach Litigation*  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**24. When and how will I receive the benefits I claim from the Settlement?**

If you make a valid claim for Credit Monitoring and Identity Theft Insurance Services, the Settlement Administrator will send you information on how to activate your services after the Settlement becomes final. If you received a notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the Notice to activate your Credit Monitoring and Identity Theft Insurance Services at the Pango Group website.

Checks for valid claims for Out-of-Pocket Costs, Documented Time, and Default Time will be provided by the Settlement Administrator via mail and electronic payment after the Settlement is approved and becomes final. Subclass Payment checks will be mailed first.

The approval process may take longer than one year. Please be patient and check [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) for updates.

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

None of the money in the \$12,250,000 Settlement Fund will be paid back to Defendants. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be evenly distributed among all Class Members with approved claims who cash or deposit their initial check, as long as the average check amount is \$5 or more. If there is not enough money to provide qualifying Class Members with an additional \$5 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is the Electronic Frontier Foundation, a 26 U.S.C. 501(c)(3) non-profit organization.

If the average additional check amount is greater than \$500 for each qualifying Class Member, the Court will determine how to disburse these remaining funds.

**THE LAWYERS REPRESENTING YOU**

**26. Do I have a lawyer in this case?**

Yes, the Court has appointed Daniel S. Robinson of Robinson Calcagnie, Inc., Tina Wolfson of Ahdoot & Wolfson, PC and Jean Martin of Morgan & Morgan Complex Litigation Group, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

**27. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award them attorneys’ fees of up to \$4,900,000 and for reimbursement of costs and expenses. They will also ask the Court to approve \$2,500 service awards to each of the 25 Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement website at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, at 1-888-888-8888.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

**28. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *In re Ambry Genetics Data Breach Litigation*, U.S.D.C. Case No. 8:20-cv-00791; state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *In re Ambry Genetics Data Breach Litigation*, U.S.D.C. Case No. 8:20-cv-00791." A valid Request for Exclusion requires you to state your full name, current mailing address, and telephone number; be physically signed by you; and contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *In re Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791." The Request for Exclusion must be submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **xxxx xx, 2022**:

*In Re Ambry Genetics Data Breach Litigation*

P.O. Box \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

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

**29. If I exclude myself, can I still get Credit Monitoring and Identity Theft Insurance Services and a Settlement payment?**

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

**30. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

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

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, you must mail a letter stating that you object to the Settlement in *In re Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791. Be sure to include (1) your full name, current mailing address, and telephone number; (2) a signed statement that you believe you are a member of the Settlement Class; (3) the specific reasons you are objecting to the Settlement; (4) all documents or writings that you wish the Court to consider; and (5) a statement indicating whether you or your attorney intends to appear at the Final Fairness Hearing. Mail your objection to both addresses listed below postmarked by **xxxx xx, 2022**:

Clerk of the Court  
United States District Court  
Central District of California  
751 W Santa Ana Blvd,  
Santa Ana, CA 92701

*In re Ambry Genetics Data Breach Litigation*  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**32. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE FINAL FAIRNESS HEARING**

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

The Court will hold a Final Fairness Hearing on **xxxx xx, 2022** at **\_\_:\_0\_.m.** before the Honorable Cormac J. Carney, United States District Judge for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Courtroom 9B, Santa Ana, CA 92701.

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

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

**34. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time the Court will consider it.

**35. May I speak at the Final Fairness Hearing?**

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 30). Your objection must state that it is your intention to appear at the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

**IF YOU DO NOTHING**

**36. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**37. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com), by calling 888-888-8888 or by writing to *In Re Ambry Genetics Data Breach Litigation*, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at:

Robinson Calcagnie, Inc.  
c/o Ambry Genetics Data Breach Settlement  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[info@ambrybreachsettlement.com](mailto:info@ambrybreachsettlement.com)

Ahdoot & Wolfson, PC  
c/o Ambry Genetics Data Breach Settlement  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[info@ambrybreachsettlement.com](mailto:info@ambrybreachsettlement.com)

Morgan & Morgan  
c/o Ambry Genetics Data Breach Settlement  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[info@ambrybreachsettlement.com](mailto:info@ambrybreachsettlement.com)

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.  
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**Questions? Go to [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or call 1-888-888-8888.  
This Settlement affects your legal rights even if you do nothing.**

# EXHIBIT F

**Court Approved Legal Notice**  
Case No. 8:20-CV-00791

*In re Ambry Genetics Data Breach Litigation*  
P.O. Box \_\_\_\_\_

**You Can Get a Cash Payment  
and FREE Credit Monitoring &  
Identity Theft Insurance Services  
To Help Protect You From the  
Ambry Genetics Corporation  
Data Breach**

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

**Complete and Return the Claim Form  
by Month XX, 2022.**

www.ambrybreachsettlement.com  
1-888-888-8888

*Para una notificación en Español, llamar o visitar  
nuestro sitio web.*



Claim No.:

[CLAIMANT INFO]

*Complete this Claim Form, tear at perforation above, and return by U.S. Mail no later than **Month XX, 2022.***

**AMBRY GENETICS CORPORATION DATA BREACH CLAIM FORM**

You may submit this Claim Form for Credit Monitoring and Identity Theft Insurance Services and a Cash Payment for Default Time. Claims for Out-of-Pockets Costs and Documented Time must be submitted online at www.ambrybreachsettlement.com using your Claim Number (located above) or by printing a Claim Form from the website. If you were a resident or citizen of California or Illinois anytime between January 22, 2017 and Month XX, 2022, you may qualify for a Subclass Payment.

**CASH PAYMENT FOR DEFAULT TIME:** If you do not file a Claim Form for Documented Time, you may file a claim for \$30 per hour for three hours of time spent addressing the Data Breach ("Default Time"). Default Time payment amounts may be reduced pro rata depending on the number of claims submitted, and may be filed in addition to Credit Monitoring Services and Out-of-Pocket Cost claims.

Check the box below, provide the email address associated with your PayPal account (only if you want to receive your payment via PayPal) and return this Claim Form no later than **Month XX, 2022** to file a claim for Default Time.

Yes, I would like to receive a Default Time payment.

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Email address for electronic pay payment (optional). Select one:  PayPal,  Venmo,  Zelle

**CREDIT MONITORING SERVICES:** You are identified as someone who is included in this class action settlement and eligible to receive three years of free credit monitoring and identity theft insurance services.

Check the box below, provide your email address, and return this Claim Form no later than **Month XX, 2022** to file a claim for Credit Monitoring Services; or submit your claim online at www.ambrybreachsettlement.com.

Yes, I would like to receive Credit Monitoring and Identity Theft Insurance Services.

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Email address (required unless you submit your claim online at www.ambrybreachsettlement.com)

A proposed Settlement has been reached with Ambry Genetics Corporation ("Ambry") relating to the data breach Ambry announced in April 2020, where an unauthorized user potentially accessed the names, dates of birth, health insurance information, medical information, and for some patients, Social Security Numbers, diagnosis information, and other personally identifiable information/protected health information of approximately 225,370 Ambry patients (the "Data Breach"). Plaintiffs claim that Ambry did not adequately protect their personal information. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

**Who is Included?** Records indicate you are included in this Settlement as a Class Member. Class Members are the approximately 225,370 Ambry patients who are identified on the Settlement Class List, whose PII and PHI was allegedly contained in an employee's compromised email account in the Data Breach.

**What does the Settlement Provide?** The Settlement provides Credit Monitoring and Insurance Services and cash payments for reimbursement of Out-of-Pocket Costs and for time spent remediating or addressing the Data Breach. Defendants will establish a \$12,250,000 Settlement Fund that will be used to pay for costs of notice and administration; attorneys' fees (up to \$4,900,000) and costs; \$2,500 service awards to each of the 25 Class Representatives; and Credit Monitoring and Insurance Services, cash payments for Out-of-Pocket Costs, Documented Time, and/or Default Time, and additional Subclass Payments to members of the California Subclass and/or Illinois Subclass. Defendants have also agreed and began undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over \$1.4 million.

**Credit Monitoring** - Receive three years of free Credit Monitoring and Identity Theft Insurance Service for protection from future harm.

**Out-of-Pocket Costs** - Receive reimbursement of money spent or lost as a result of the Data Breach (up to \$10,000).

**Documented Time** - Receive a cash payment of \$30 per hour for up to ten hours of time spent remediating or addressing issues fairly traceable to the Data Breach.

**Default Time:** Receive \$30 per hour for three hours of time spent if you do not make a Documented Time claim or your claim is rejected.

**Subclass Payment:** If you were a resident or citizen of California or Illinois anytime between January 22, 2017 and Month XX, 2022, you may receive an additional payment of up to \$150. Visit [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) to learn how to request a Subclass Payment. Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement.

**How To Get Benefits:** You must complete and submit a Claim Form, including any required documentation. The earliest deadline to file a Claim Form is **Month XX, 2022**. Claim Forms are available at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or by calling toll free 1-888-888-8888. You may use the enclosed Claim Form to file a claim for Credit Monitoring and and Identity Theft Insurance Services and Default Time.

**Your Other Options.** If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendants or related parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month XX, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2022**.

**The Fairness Hearing.** The Court has scheduled a hearing in this case (*In re Ambry Genetics Data Breach Litigation*, Case No. 8:20-CV-00791) for **Month XX, 2022**, to consider whether to approve the Settlement, Service Awards, attorneys' fees and costs; as well as any objections. You or your attorney may attend and ask to appear at the hearing by mailing a "Notice of Intent to Appear" to the Court by **Month XX, 2022**, but you are not required to do so.

**More Information.** Complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice, and Settlement Agreement are available in at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com), or by calling toll free 1-888-888-8888.

In re Ambry Genetics Data Breach Litigation  
c/o [NAME]  
[ADDRESS]  
[CITY, STATE ZIP]

# EXHIBIT G

**Court Approved Legal Notice**  
Case No. 8:20-CV-00791

*In re Ambry Genetics Data Breach Litigation*  
P.O. Box \_\_\_\_\_

**You Will be Mailed a Cash Payment and May Receive an Additional Cash Payment and FREE Credit Monitoring & Identity Theft Insurance Services To Help Protect You From the Ambry Genetics Corporation Data Breach**

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

**Complete and Return the Claim Form by Month XX, 2022.**

[www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com)

1-888-888-8888

*Para una notificación en Español, llamar o visitar nuestro sitio web.*



Claim No.:

[CLAIMANT INFO]

*Complete this Claim Form, tear at perforation above, and return by U.S. Mail no later than **Month XX, 2022**.*

**AMBRY GENETICS CORPORATION DATA BREACH CLAIM FORM**

Because you are or were a resident or citizen of California or Illinois, you will be mailed a Subclass Payment. You may also submit this Claim Form for Credit Monitoring and Identity Theft Insurance Services and a Cash Payment for Default Time. By cashing or depositing your Subclass Payment, you will automatically receive a payment for Default Time. Claims for Out-of-Pockets Costs and Documented Time must be submitted online at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) using your Claim Number (located above) or by printing a Claim Form from the website.

**CASH PAYMENT FOR DEFAULT TIME:** If you do not file a Claim Form for Documented Time, you may file a claim for \$30 per hour for three hours of time spent addressing the Data Breach ("Default Time"). Default Times payment amounts may be reduced pro rata depending on the number of claims submitted, and may be filed in addition to Credit Monitoring Services and Out-of-Pocket Cost claims.

Check the box below, provide the email address associated with your PayPal account (only if you want to receive your payment via PayPal) and return this Claim Form no later than **Month XX, 2022** to file a claim for Default Time.

Yes, I would like to receive a Default Time payment.

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Email address for electronic pay payment (optional). Select one:  PayPal,  Venmo, or  Zelle

**CREDIT MONITORING SERVICES:** You are identified as someone who is included in this class action settlement and eligible to receive three years of free credit monitoring and identity theft insurance services.

Check the box below, provide your email address, and return this Claim Form no later than **Month XX, 2022** to file a claim for Credit Monitoring Services; or submit your claim online at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com).

Yes, I would like to receive Credit Monitoring and Identity Theft Insurance Services.

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Email address (required unless you submit your claim online at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com))



A proposed Settlement has been reached with Ambry Genetics Corporation ("Ambry") relating to the data breach Ambry announced in April 2020, where an unauthorized user potentially accessed the names, dates of birth, health insurance information, medical information, and for some patients, Social Security Numbers, diagnosis information, and other personally identifiable information/protected health information of approximately 225,370 Ambry patients (the "Data Breach"). Plaintiffs claim that Ambry did not adequately protect their personal information. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

**Who is Included?** Records indicate you are included in this Settlement as a Class Member. Class Members are the approximately 225,370 Ambry patients who are identified on the Settlement Class List, whose PII and PHI was allegedly contained in an employee's compromised email account in the Data Breach.

**What does the Settlement Provide?** The Settlement provides Credit Monitoring and Insurance Services and cash payments for reimbursement of Out-of-Pocket Costs and for time spent remedying or addressing the Data Breach. Defendants will establish a \$12,250,000 Settlement Fund that will be used to pay for costs of notice and administration; attorneys' fees (up to \$4,900,000) and costs; \$2,500 service awards to each of the 25 Class Representatives; and Credit Monitoring and Insurance Services, cash payments for Out-of-Pocket Costs, Documented Time, and/or Default Time, and additional Subclass Payments to members of the California Subclass or Illinois Subclass. Defendants have also agreed and began undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over \$1.4 million.

**Credit Monitoring** - Receive three years of free Credit Monitoring and Identity Theft Insurance Service for protection from future harm.

**Out-of-Pocket Costs** - Receive reimbursement of money spent or lost as a result of the Data Breach (up to \$10,000).

**Documented Time** - Receive a cash payment of \$30 per hour for up to ten hours for time spent remedying or addressing issues fairly traceable to the Data Breach.

**Default Time**: Receive \$30 per hour for three hours for time spent if you do not make a Documented Time claim or your claim is rejected.

**Subclass Payment**: Because Ambry's records indicate you were a resident or citizen of California or Illinois sometime between January 22, 2017 and Month XX, 2022, you will automatically be mailed a check for \$150 to the address listed above. Visit [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) to update your mailing address.

Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement.

**How To Get Benefits**: You must complete and submit a Claim Form, including any required documentation. The earliest deadline to file a Claim Form is **Month XX, 2022**. Claim Forms are available at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com) or by calling toll free 1-888-888-8888. You may use the enclosed Claim Form to file a claim for Credit Monitoring and Identity Theft Insurance Services and Default Time.

**Your Other Options**. If you file a Claim Form, object to the Settlement or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendants or related parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month XX, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2022**.

**The Fairness Hearing**. The Court has scheduled a hearing in this case (*In re Ambry Genetics Data Breach Litigation*, Case No. 8:20-CV-00791) for **Month XX, 2022**, to consider whether to approve the Settlement, Service Awards, attorneys' fees and costs, as well as any objections. You or your attorney may attend and ask to appear at the hearing by mailing a "Notice of Intent to Appear" to the Court by **Month XX, 2022**, but you are not required to do so.

**More Information**. Complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice, and Settlement Agreement are available in at [www.ambrybreachsettlement.com](http://www.ambrybreachsettlement.com), or by calling toll free 1-888-888-8888.

In re Ambry Genetics Data Breach Litigation  
c/o [NAME]  
[ADDRESS]  
[CITY, STATE ZIP]