

# Exhibit E

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Central District of California

*In re SAG Health Data Breach Litigation*

Case No. 2:24-cv-10503-MEMF-JPR

**A Court has authorized this Long Notice (“Notice”). This is not a solicitation from a lawyer.**

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**If you are a living Person who was mailed notification of the Data Incident indicating that their Private Information may have been impacted in the Data Incident that occurred in SAG-AFTRA’s system between September 17, 2024, to September 18, 2024, including all who were sent a notice of the Data Incident, you are eligible to receive a settlement benefit from a class action settlement.**

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- A Court authorized this Notice to those that are eligible to receive settlement benefits from a \$950,000 proposed class action settlement. The Litigation is titled *In re SAG Health Data Breach Litigation*, Case No. 2:24-cv-10503-MEMF-JPR and is pending in the United States District Court for the Central District of California. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is SAG-AFTRA Health Plan (SAG-AFTRA or Defendant). Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All living Persons who were mailed notification of the Data Incident indicating that their Private Information may have been impacted in the Data Incident that occurred in SAG-AFTRA’s system between September 17 to September 18, 2024, including all who were sent a notice of the Data Incident.

The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge; and (iv) any Settlement Class Member who timely and validly opts out of the settlement.

- Settlement Class Members that submit a Valid Claim may receive one or more the following settlement benefits:

- ❖ **Out-of-Pocket Losses:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for **up to \$5,000 with actual, documented losses;**

- Settlement Class Members submitting a Settlement Claim for reimbursement of documented out-of-pocket expenses will automatically have requested the *Pro Rata* Cash Payment cash payment as well, regardless of the validity of their Settlement Claim for reimbursement of such losses and/or expenses.

- ❖ **Pro Rata Cash Payments:** Any remaining funds in the Settlement Fund will be

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distributed as a residual *Pro Rata* Cash Payment based on shares to Settlement Class Members who submit a Valid Claim to receive this benefit, with each Claimant who is not a California Resident receiving one (1) share of the Settlement Remainder, and each Claimant who is a California Resident that resided in California at any point from September 17, 2024 until the Claims Deadline, and who was mailed notification of the Data Incident at a California address indicating that their Private Information may have been impacted in the Data Incident that occurred receiving two (2) shares of the Settlement Remainder;

**AND**

**IN ADDITION TO THE BENEFITS ABOVE, ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT SUBMITTING A SETTLEMENT CLAIM, WILL RECEIVE:**

- ❖ **Credit Monitoring and Identity-Protection Services:** All Settlement Class Members are eligible to receive eighteen (18) months of CyEx Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. **You will automatically receive this benefit, without submitting a Settlement Claim.**

In the unexpected event that the Settlement Fund is insufficient to cover the value of the Valid Claims, the Valid Claims shall be reduced *pro rata* on an equal percentage basis as necessary to bring the cost within the Settlement Fund.

- For more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a settlement benefit from the settlement. However, all Settlement Class Members will <i>automatically</i> receive, without submitting a Settlement Claim, Credit Monitoring Identity-Protection Services.	Submitted or postmarked on or before <<Claims Deadline>>.
<b>Exclude Yourself by Opting Out of the Settlement Class</b>	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Date>>.

<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	<p>You can write the Court about why you agree or disagree with the settlement or the Attorneys' Fees and Expenses Award for Class Counsel and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on &lt;&lt;Final Approval Hearing date&gt;&gt; at [TIME] PT, about the fairness of the settlement, with or without your own attorney.</p>	<p>Mailed and postmarked on or before &lt;&lt;Objection Date&gt;&gt;.</p>
<b>Do Nothing</b>	<p>You will not receive any settlement benefit from this class action settlement, but will remain a Settlement Class Member, be bound by the Released Claims and automatically receive Credit Monitoring.</p>	<p>N/A</p>

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the settlement. Settlement benefits will be made available only if the Court approves the settlement and after any possible appeals are resolved.

## What This Notice Contains

<b>Basic Information .....</b>	<b>5</b>
<b>Who is in the Settlement .....</b>	<b>6</b>
<b>The Settlement Class Member Benefits—What You Get if You Qualify .....</b>	<b>6-7</b>
<b>How Do You Submit a Claim .....</b>	<b>8</b>
<b>Excluding Yourself from the Settlement .....</b>	<b>9</b>
<b>Objecting to the Settlement .....</b>	<b>9-10</b>
<b>The Lawyers Representing You .....</b>	<b>10</b>
<b>The Court’s Final Approval Hearing .....</b>	<b>11</b>
<b>If You Do Nothing .....</b>	<b>11</b>
<b>Additional Information.....</b>	<b>12</b>

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the nature of the Litigation that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

The Judge [REDACTED] of the United States District Court for the Central District of California is overseeing this case captioned as *In re SAG Health Data Breach Litigation*, Case No. 2:24-cv-10503-MEMF-JPR. The people who brought the lawsuit are called the Class Representatives. The company being sued, SAG-AFTRA Health Plan, is called the SAG-AFTRA or Defendant.

### 2. What is the Litigation about?

The Litigation alleges that between September 17, 2024, and September 18, 2024, an unauthorized third-party accessed sensitive and confidential information through one of Defendant's employee email accounts, called the Data Incident. The information compromised included names and Social Security Numbers, and, in some cases, health information associated with claims, health insurance information, and health plan participant identification numbers, together called Private Information). After the Data Incident, Defendant sent notification letters to approximately 94,546 individuals. Plaintiffs and Settlement Class Members received notices of the Data Incident on or around December 2, 2024.

SAG-AFTRA denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that SAG-AFTRA has done anything wrong.

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

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

### 4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and potentially a Settlement Class Member if you are a Person who was mailed notification of the Data Incident indicating that your Private Information may have been impacted in the Data Incident that occurred in SAG-AFTRA's system between September 17 to September 18, 2024, including all who were sent a notice of the Data Incident.

You are also a Settlement Class Member if you are a *California Resident* that resided in California at any point from September 17, 2024 until **the Claims Deadline**, and who were mailed notification of the Data Incident at a California address indicating that their Private Information may have been impacted in the Data Incident that occurred in SAG-AFTRA's system between September 17 to September 18, 2024.

The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and any member of those Judges' staffs or immediate family members; (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge; and (iv) any Settlement Class Member who timely and validly opts out of the settlement.

### 6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call **(XXX) XXX-XXXX** with questions. You may also write with questions to:

**In re SAG Health Data Breach Litigation**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

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

### 7. What does the settlement provide?

The settlement provides a \$950,000 Settlement Fund that will be used by the Claims Administrator to pay for: (1) Valid Claims submitted by Settlement Class Members; (2) the Costs of Claims Administration; (3) any Service Awards approved by the Court; and (4) any Attorneys' Fees and Expenses Award approved by the Court. Settlement Class Members may elect to file a Settlement Claim for (1) Out-of-Pocket Losses; and (2) *Pro Rata* Cash Payments.

### 8. What settlement benefits are available under the settlement?

- Settlement Class Members that submit a Valid Claim may receive one or more the following settlement benefits:
  - ❖ **Out-of-Pocket Losses:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for **up to \$5,000 with actual, documented losses**;
    - Only if: (1) the loss is an actual, documented, and unreimbursed monetary loss;

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(2) the loss was caused by the Data Security Incident; (3) the loss occurred between September 17, 2024, and the Claims Deadline; and (4) the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance, but was not previously reimbursed for the claimed expense or loss;

- Settlement Class Members who elect to submit a Settlement Claim for reimbursement of Out-of-Pocket Losses must provide, to the Claims Administrator, information required to evaluate the claim, including:
  - (1) the Settlement Class Member's name and current address;
  - (2) documentation reasonably supporting their claim; and
  - (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone.
- Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. "Self-prepared" documents, such as handwritten receipts, are not sufficient on their own to substantiate a claim, but may be considered to clarify or support otherwise adequate documentation.
- Settlement Class Members submitting a Settlement Claim for reimbursement of documented out-of-pocket expenses will automatically have requested the *Pro Rata* Cash Payment as well, regardless of the validity of their Settlement Claim for reimbursement of such losses and/or expenses.

❖ ***Pro Rata* Cash Payments:** Any remaining funds in the Settlement Fund will be distributed as a residual *Pro Rata* Cash Payment based on shares to Settlement Class Members who submit a Valid Claim to receive this benefit, with each Claimant who is not a California Resident receiving one (1) share of the Settlement Remainder, and each Claimant who is a California Resident that resided in California at any point from September 17, 2024 until the Claims Deadline, and who was mailed notification of the Data Incident at a California address indicating that their Private Information may have been impacted in the Data Incident that occurred receiving two (2) shares of the Settlement Remainder;

- **A sworn attestation will satisfy the proof requirement for California residency.** All Settlement Class Members may submit Settlement Claims for a share of the Settlement Remainder (or for two (2) shares, in the case of California Residents), regardless of whether they have incurred any Out-of-Pocket Losses related to the Data Incident.

AND

**IN ADDITION TO THE BENEFITS ABOVE, ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT SUBMITTING A SETTLEMENT CLAIM, WILL RECEIVE:**

- ❖ **Credit Monitoring and Identity-Protection Services:** All Settlement Class Members are eligible to receive eighteen (18) months of CyEx Medical Shield Complete, a medical information protection and monitoring service offered through CyEx. **You will automatically receive this benefit, without submitting a Settlement Claim.**

Questions? Go to [www.website.com](http://www.website.com), email [info@website.com](mailto:info@website.com) or call (XXX) XXX-XXXX



- Such services shall be added consecutively to any credit monitoring services that a Settlement Class Member has already received from SAG-AFTRA as a result of the Data Incident. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The activation codes for CyEx Medical Shield will be provided to every Settlement Class Member on their Short Notice.
- SAG-AFTRA will pay for the costs for such services separately and apart from the Settlement Fund, with the cost to be negotiated between SAG-AFTRA and CyEx.

In the unexpected event that the Settlement Fund is insufficient to cover the value of the Valid Claims, the Valid Claims shall be reduced *pro rata* on an equal percentage basis as necessary to bring the cost within the Settlement Fund.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a settlement cash payment?

To receive a settlement cash payment, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to In re SAG Health Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my settlement benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. PT to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement benefits will begin after the settlement has obtained Court approval and the time for all appeals has expired.

### 11. What am I giving up as part of the settlement?

SAG-AFTRA and its affiliates will receive a release from all claims that could have been or that were brought against SAG-AFTRA relating to the Data Incident. Thus, if the settlement becomes final and you do not exclude yourself from the settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and its past or present parents, subsidiaries, divisions, and related or affiliated entities, of any nature whatsoever, whether direct or indirect, as well as each of Defendant's and these entities' respective predecessors, successors, directors, officers, principals, agents, attorneys, shareholders, servants, representatives, advisors, consultants, vendors, partners, contractors, subrogees, insurers, and reinsurers, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These releases are described in Section 6 of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If

you have any questions, you can talk to Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of the settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

#### **12. If I exclude myself, can I get a settlement benefit from this settlement?**

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

#### **13. If I do not exclude myself, can I sue the Released Persons for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Persons for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

#### **14. How do I exclude myself from the settlement?**

To exclude yourself, send an opt-out notice or written notice of intent to opt-out that says you want to be excluded from the settlement. The opt-out notice must include the following: (a) the requestor’s name, address and email address; (b) the requestor’s physical signature; (c) the name and number of this Litigation (e.g., “In re SAG Health Data Breach Litigation, Lead Case No. 2:24-cv-10503-MEMF-JPR (C.D. Cal.)”); and (d) a statement that clearly manifests his or her wish to be excluded from the Settlement Class for purposes of this settlement. You must mail your opt-out notice to the Claims Administrator **postmarked or emailed no later <<Opt-Out Date>>**, to:

**In re SAG Health Data Breach Litigation**

c/o Kroll Settlement Administration LLC

P.O. Box **XXXX**

New York, NY 10150-**XXXX**

**Email:** **info@website.com**

Any Settlement Class Member who submits an opt-out and a Claim Form shall not be entitled to receive any monetary payment, and his or her claim shall not be considered a Valid Claim.

### **OBJECTING TO THE SETTLEMENT**

#### **15. How do I tell the Court that I do not like the settlement?**

You can tell the Court that you do not agree with the settlement, and/or the Attorneys’ Fees and Expenses Award and Service Awards or some part of it by objecting to the settlement. All written objections and supporting papers must be submitted to the Claims Administrator by (a) mailing it with a **postmark by <the Objection Date>>** to the designated Post Office box below or (b) emailing it to the Claims Administrator using the email address provided on the Settlement Website **by <<**

Questions? Go to **www.website.com**, email **info@website.com** or call **(XXX) XXX-XXXX**

**Objection Date>>.**

**In re SAG Health Data Breach Litigation**

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

**Email:** [info@website.com](mailto:info@website.com)

All objections must clearly state:

- i) the objector's full name and address;
- ii) the case name and number, *In re SAG Health Data Breach Litigation*, Case No. 2:24-cv-10503 (C.D. Cal.);
- iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v) the identity of any and all counsel representing the objector in connection with the objection;
- vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

#### **16. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court appointed Gregory Haroutunian of Emery Reddy, PC; John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC; Yana Hart of Clarkson Law Firm, P.C., as Class Counsel to represent the Settlement Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **18. How will the Class Counsel be paid?**

Class Counsel shall file a motion requesting Court approval of an award of reasonable attorneys' fees in an amount up to thirty-three and one-third percent (33.3%) of the Settlement Fund (\$316,350), as well as reimbursement of a reasonable amount of litigation costs and expenses (estimated to be up to

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\$15,000). Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel shall request the Court to approve Service Awards of \$2,500 for each of the Class Representatives, which award is intended to recognize Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class.

Any Attorneys' Fees and Expenses Award and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> PT, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Attorneys' Fees and Expenses Award and Service Awards payments. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

### 20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must mailed or emailed to the Claims Administrator, at the mailing address listed above or the email address on the Settlement Website, **submitted or postmarked by no later than <<Objection Date>>**.

## IF YOU DO NOTHING

### 22. What happens if I do nothing?

If you do nothing, you will not receive any settlement benefits from this settlement. If the settlement is granted final approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Persons based on any claim that could have been or that was brought relating to the Data Incident.

## ADDITIONAL INFORMATION

### 23. How do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Claims Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

### 24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

In re SAG Health Data Breach Litigation  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**