

**If you used a MarinHealth Medical Center Website between August 1, 2019, and May 27, 2025,
then you may be entitled to compensation.**

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

A Settlement has been proposed in a class action lawsuit against MarinHealth Medical Center (“Marin” or “Defendant”) relating to Marin’s alleged use of Meta Pixel on its Websites between August 1, 2019, and May 27, 2025, during which Plaintiffs allege their web usage data, containing Personal Information, was shared with third parties, allegedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy.

Marin has denied the allegations.

“Pixel Disclosure” means the alleged disclosure of Plaintiffs’ and Settlement Class Members’ personal or health information to Facebook, Google, or other third parties as a result of any use of Tracking Pixels on Defendant’s websites. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.

You are a Class Member if you visited a MarinHealth Medical Center Website between August 1, 2019, and May 27, 2025 (“Relevant Period”).

- Under the Settlement, Marin has agreed to establish a \$3 million Settlement Fund for *pro rata* cash payments to all verified Class Members. The Settlement Fund will also be used to pay for the costs of the settlement administration, Court-approved attorneys’ fees, litigation costs and expenses, and Service Payments for Class Representatives. In addition, Marin removed Meta Pixel technology on its websites and will not install Meta Pixel without notice to and consent from the website users.
- Each Class Member may submit a claim either electronically through the Settlement Website or by mail.
- If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel’s attorneys’ fees and litigation expenses and the service awards for Plaintiffs) is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. Any amounts remaining in the Net Settlement Fund after checks are issued and cashed or expired shall be disbursed *cy pres*.

Please read this Notice carefully and in its entirety. Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
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| SUBMIT A VALID CLAIM BY SEPTEMBER 24, 2025 | If you did not submit a medical form on a MarinHealth Website during the Relevant Period, the only way to get a cash payment is if you submit a valid claim and qualify. |
| EXCLUDE YOURSELF FROM THE CLASS BY AUGUST 25, 2025 | You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case. |
| OBJECT TO THE SETTLEMENT BY AUGUST 25, 2025 | Tell the Court about why you don’t like the Settlement. |
| GO TO A HEARING ON OCTOBER 20, 2025 | Ask to speak in Court about the Settlement. |
| DO NOTHING | If you did not submit a medical form on a MarinHealth Website during the Relevant Period and you do nothing, you will not receive any Settlement benefits. You also give up rights to be part of any other lawsuit against Defendant about the legal claims in this case. |

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. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was Notice issued?

A state court authorized Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all 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 Stephen P. Freccero of the Marin County Superior Court is overseeing this class action. The case is known as *Doe, et al. v. MarinHealth Medical Center*, Case No. CV-000-2218 (Marin County Superior Court) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued that is a party to this Settlement, MarinHealth Medical Center, is called the “Defendant.”

2. What is the lawsuit about?

The lawsuit alleges that between August 1, 2019, and May 27, 2025, Defendant disclosed certain information to a third party without authorization or consent through the Meta Pixel. Plaintiffs allege their web usage data, containing this information was shared with third parties, allegedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy, and that they were injured as a result. The Defendant, MarinHealth Medical Center, 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. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant 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 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 John Doe I, John Doe II, and John Doe III.

4. Why is there a settlement?

The Class Representatives and Defendant do not agree about 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 Defendant. Instead, the Class Representatives and Defendant 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 Defendant.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Settlement Class Member.

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

If you are a MarinHealth Medical Center patient, California citizen, or other member of the public, who visited Marin’s Websites between August 1, 2019, through May 27, 2025, you have been identified by the Settlement Administrator as a Class Member. The Settlement does not include: (1) the Judges presiding over the Actions and members of their families; (2) Marin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Marin or its parents have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

6. I’m still not sure if I’m included in the Settlement.

If you are not sure whether you are included in the Class, call 1-833-422-2622 or go to www.MarinHealthSettlement.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

The Settlement will provide Class Members with *pro rata* Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement. In addition, Marin has agreed to remove Meta Pixel technology on its websites and will not install Meta Pixel without notice to and consent from the website users as a result of this Action.

To receive a *pro rata* Cash Fund Payment, you must submit a claim. The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$261 to \$78 (assuming a 3% to 10% claims rate respectively), but these are just estimates, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment. If you had submitted a Claim prior to the finalization of the Settlement, you will automatically receive a *pro rata* Cash Fund Payment, no additional Claim Form is required.

You are not required to provide supporting documents with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased *pro rata* depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund.

Before determining if a Cash Fund Payment is best for you, it is important for you to understand how Settlement Payments will be made. Class Counsel will seek reasonable attorneys' fees not to exceed \$1,000,000, costs not to exceed \$50,000, and Service Payments of \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice of the Settlement and processing Claim Forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed as *pro rata* Cash Fund Payments to individuals who submit a complete Claim Form, which the Settlement Administrator has approved. If you submitted an Approved Claim prior to finalization of this Settlement, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see "Excluding Yourself From The Settlement" below).

The Settlement provides a \$3,000,000 Settlement Fund and remedial actions taken by Marin for the benefit of the Class. Any Court-approved attorneys' fees, costs, and expenses, Service Payments to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement benefits.

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Marin 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.

8. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and all related people and entities for all the claims described and identified in Section 3.5 of the Settlement Agreement ("Release") and is included below:

The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as users of Marin's websites whose data may have been shared with third parties by Meta Pixel ("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 could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), 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, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to Marin, with respect to the use of Meta Pixel ("Released Claims"). The Released Claims

are limited to only those that arose between August 1, 2019, and May 27, 2025. The Release will not be effective for Class Members until 30 Days after the Effective Date.

“Effective Date” means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

The Released Claims do not include claims relating to the enforcement of the Settlement. Medical malpractice, or other bodily injury claims, are expressly excluded from the release.

Notice of the Court’s final judgment will be affected by posting it on the Settlement Administrator’s website and by posting a copy of the final judgment and final approval order on the Settlement Administrator’s website at www.MarinHealthSettlement.com. The full Settlement Agreement is available at www.MarinHealthSettlement.com. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the Released Claims or what they mean.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

9. How can I get a cash payment?

To receive a Cash Fund Payment, you must complete and submit a Claim Form by **September 24, 2025**. Claim Forms may be submitted online at www.MarinHealthSettlement.com, or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms could also be obtained from the Settlement Administrator (via email at admin@MarinHealthSettlement.com or mail to MA9 Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134).

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Claim ID) to submit your Claim Form. If you lost or do not know your Claim Number (Claim ID), please email the Settlement Administrator at admin@MarinHealthSettlement.com to obtain it.

If you wish to receive your payment digitally, via PayPal or Venmo, instead of a check, please file your claim online at www.MarinHealthSettlement.com. Anyone who submits a valid claim for Cash Fund Payment and does not elect to receive payment via PayPal, Venmo, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for a Cash Fund Payment are included on the Claim Form. You may access the Claim Form at www.MarinHealthSettlement.com.

The deadline to submit a claim for a Cash Fund Payment is **September 24, 2025**.

If you submitted medical forms on a Marin Website during the Relevant Period, you will receive an automatic Cash Fund Payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see “Excluding Yourself From The Settlement” below).

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 sending an email to admin@MarinHealthSettlement.com, or writing to:

MA9 Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

None of the money in the \$3 million Settlement Fund will be paid back to Marin. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed *pro rata* among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual

Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the Marin Foster Care Association, a 26 U.S.C. § 501(c)(3) non-profit organization.

10. When will I get my payment?

Payment for valid claims for a Cash Fund Payment will be provided by the Settlement Administrator after the Settlement is approved and becomes final. You may elect to receive payment for valid claims for a Cash Fund Payment digitally (e.g., via PayPal, Venmo) instead of a check, by submitting your claim online at www.MarinHealthSettlement.com. Anyone who does not elect to receive payment digitally will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.MarinHealthSettlement.com for updates.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class. If you exclude yourself from the Settlement, you will not be entitled to receive any money from this lawsuit.

11. If I exclude myself, can I get anything from the Settlement?

If you ask to be excluded, you will not get a Cash Award under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

13. 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 postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via U.S. Mail. Requests for Exclusion must be in writing and must identify the case name *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court); 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 *Doe, et al. v MarinHealth Medical Center*, No. CV-000-2218 (Marin County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **August 25, 2025**:

MA9 Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

You cannot exclude yourself by telephone, electronically, or by email.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court I don’t like the proposed Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. Objections must be served via United States Mail or email to the Settlement Administrator, whose contact information is provided in Question 22 below.

You objection must include the following:

- (i) your full name, current mailing address, and telephone number;
- (ii) a signed statement that you believe yourself to be a member of the Settlement Class;
- (iii) whether the objection applies only to the you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (iv) the specific grounds for your objection;
- (v) all documents or writings that you desire the Court to consider; and
- (vi) a statement regarding whether you (or counsel of your choosing) intend to appear at the Fairness Hearing.

All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

Any written objection you wish to submit must be submitted or postmarked on or before **August 25, 2025**. Notwithstanding the foregoing, you may be allowed to speak regarding your objection at the Fairness Hearing, even if you have not complied with these procedures, subject to the discretion of the presiding Judge.

The Court may only require substantial compliance with the requirements for submitting an objection. The requirement to submit a written objection may be waived upon a showing of good cause.

OBJECTION AND OPT-OUT DIFFERENCES

15. What is the difference between objecting and opting out?

Objecting is 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. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has designated Ryan Clarkson, Yana Hart and Bryan P. Thompson of Clarkson Law Firm and Matthew J. Langley of Almeida Law Group to represent you as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the costs of the lawsuit and Settlement be paid?

The Settlement Administrator’s and Notice Provider’s costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund. Class Counsel’s reasonable attorneys’ fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The three Class Representatives will also request that the Court approve a payment to them of up to \$2,000 total from the Settlement Fund, as service awards for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Class Members in the settled Actions. The amounts are subject to Court approval and the Court may award less.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 1:30 p.m. on **October 20, 2025**, before the Honorable Stephen P. Freccero in Courtroom A of the Marin County Superior Court, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.MarinHealthSettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Class Representatives and the lawyers representing Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

20. May I speak at the hearing?

Yes. If you wish to attend and speak at the Fairness Hearing, you should indicate this in your written objection (see Question 14 above). If you plan to have your attorney speak for you at the Fairness Hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form, and review additional case information at www.MarinHealthSettlement.com. You may also call toll-free 1-833-422-2622.

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