

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If You Received a Notice From The County of Contra Costa On or About May 10, 2023
Concerning a Data Incident, You May be Eligible For Benefits From a Class Action
Settlement.**

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

- A proposed settlement has been reached in a class action lawsuit known as *Star Joshua v. The County of Contra, et al.*, Case No. C23—01684, filed in the Superior Court of California for the County of Contra Costa.
- The class action lawsuit relates to the September 20, 2022 identification of an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two Contra Costa employee email accounts (the “Data Incident”). Upon learning of the Data Incident, Contra Costa secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two Contra Costa employees between September 19, 2022 and September 20, 2022. As part of its investigation of the Data Incident, Contra Costa determined that approximately 15,591 individuals were potentially impacted.
- The Settlement Class means all persons with California mailing addresses who were mailed a letter sent from Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. All Settlement Class Members can receive the following benefits from the Settlement: (i) up to \$500 for documented out-of-pocket expenses, which can be combined with attested-to unreimbursed lost time (“Lost Time”) at the rate of \$25 per hour for up to four (4) hours, (ii) reimbursement for documented extraordinary expenses of up to \$5,000, and (iii) access to three-bureau credit monitoring for a period of two (2) years from the effective date of the Settlement regardless of whether they previously enrolled in the credit monitoring previously offered by County. The credit monitoring services will be provided by Equifax through EAG Gulf Coast, LLC.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: JANUARY 20, 2026	You must submit a Valid Claim to receive benefits from this Settlement. If you submit a Claim Form, you will give up the right to sue The County of Contra Costa and Marc Shorr (“Defendants”) in a separate lawsuit about the legal claims this settlement resolves.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: DECEMBER 22, 2025	Get out of the Settlement. Get no money. Keep your rights This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants for the claims this settlement resolves. If you exclude yourself, you will give up the right to receive settlement benefits from this settlement. Your request to exclude yourself must be postmarked no later than December 22, 2025.
OBJECT TO THE SETTLEMENT DEADLINE: DECEMBER 22, 2025	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than December 22, 2025, and mailed to the Claims Administrator.
GO TO THE FINAL FAIRNESS HEARING DATE: FEBRUARY 5, 2026 AT 9:00 A.M.	You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the settlement. The Court will hear from any Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted a written objection
DO NOTHING	If you do nothing, you will not receive settlement benefits and you will give up your rights to sue the Defendants and certain Released Parties for the claims this settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at www.ContraCostaSettlement.com, or call 1-888-306-4738.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this notice being provided?

The Court authorized this notice because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the settlement. If the Court approves the settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the settlement allows. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of California for the County of Contra Costa. The case is known as *Star Joshua v. The County of Contra Costa, et al.*, Contra Costa Superior Court Case No. C23—01684 (the “Litigation”). The individual who filed the lawsuit is called the Plaintiff and the entity and individual sued are called the Defendants. Plaintiff and Defendants agreed to this settlement.

2. What is this lawsuit about?

The lawsuit claims that the County of Contra Costa (“County” or “Contra Costa”) and Marc Shorr (“Shorr”), in his official capacity, referred to in this notice as (the “Defendants”), were responsible for the Data Incident. The person who sued is called the “Plaintiff”.

The lawsuit claims that on September 20, 2022, Contra Costa identified an email phishing incident that potentially resulted in unauthorized access to emails and attachments in two Contra Costa employee email accounts. Upon learning of the Data Incident, Contra Costa secured the accounts and launched an investigation. This investigation determined that an unauthorized party may have accessed email accounts of two Contra Costa employees between September 19, 2022 and September 20, 2022. As part of its investigation of the Data Incident, Contra Costa determined that approximately 15,591 individuals were potentially impacted.

Defendants deny any and all of the claims, causes of action, and contentions alleged against them, individually and collectively, in the Litigation. Defendants deny all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Star Joshua) sue on behalf of people who have similar claims. Together, all these people are called Settlement Class Members or Members. One court and one judge resolves the issues for all 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 Plaintiff or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”), the “Class Representative” appointed to represent the Class, and the attorneys for the Class (“Class Counsel”, see question 16) think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are affected by the Settlement and in the Settlement Class if you had a California mailing address and were mailed a letter sent from the Defendant County entitled “NOTICE OF DATA BREACH” on or about May 10, 2023. If you have any questions as to whether you are a Settlement Class Member, you may contact the Claims Administrator by calling 1-888-306-4738, by emailing info@ContraCostaSettlement.com, or by visiting www.ContraCostaSettlement.com.

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

Yes. The Settlement Class specifically excludes: (i) County’s County Board of Supervisors and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The proposed Settlement will provide the following benefits to Class Members:

Expense Reimbursement

- 1. Documented Out of Pocket Expense Reimbursement (Ordinary Expenses):** All Settlement Class Members are eligible for reimbursement for the following documented expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$500.00 per Settlement Class Member: (i) unreimbursed cost to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed overlimit fees; (vi) unreimbursed interest on payday loans taken as a result of the Data Incident; (vii) unreimbursed other bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) unreimbursed long distance phone charges; (x) unreimbursed cell phone charges (only if charged by the minute); (xi) unreimbursed data charges (only if charged based on the amount of data used); (xii) unreimbursed gasoline for local travel; and (xiii) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date of the Settlement, if purchased primarily as a result of the Data Incident.

(xiv) Compensation for attested-to unreimbursed lost time (“**Lost Time**”) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the Data Incident, at the rate of \$25 per hour for up to 4 hours, a total of up to \$100.00. Compensation for lost time requires claimants to provide a short narrative description of the activities performed during the time claimed and their connection to the data incident, and attest that the time was spent dealing directly with the Data Incident.
- 2. Documented Extraordinary Loss Reimbursement (Extraordinary Expenses):** Settlement Class Members can also receive reimbursement for their documented unreimbursed extraordinary monetary out-of-pocket expenses as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following unreimbursed extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

Questions? Go to www.ContraCostaSettlement.com or call 1-888-306-4738

To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud and that the loss was not reimbursed by any other source; (iii) the Settlement Class member 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; (iv) provide reasonable documentation of the out-of-pocket losses claimed; and (v) that the claimed loss or expense occurred during the time period from September 19, 2022, through and including the end of the Claims Deadline.

Credit Monitoring Services: All Settlement Class members will be offered access to three-bureau credit monitoring for a period of two (2) years from the effective date of the Settlement regardless of whether they previously enrolled in the credit monitoring previously offered by County. The credit monitoring services will be provided by Equifax, Inc. through EAG Gulf Coast, LLC.

Prospective Equitable Relief - Changes to Systems or Business Practices: In connection with these settlement negotiations, the County has acknowledged (without any admission of liability), that it has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future. In addition, the County agrees to adopt and implement certain data security measures.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the settlement?

To qualify for settlement benefits, you must complete and submit a Claim Form. You may submit a Claim Form online at www.ContraCostaSettlement.com and follow the instructions. Online Claim Forms must be submitted by January 20, 2026. You may also download a paper Claim Form on the Settlement Website or call the Claims Administrator at 1-888-306-4738 to request a paper Claim Form be mailed to you. Claim Forms sent by mail must be by **postmarked by January 20, 2026** to: Contra Costa Data Incident Claims Administrator P.O. Box 3553 Baton Rouge, LA 70821

If you have questions about the claim submission process you may call the Claims Administrator at 1-888-306-4738 or visit www.ContraCostaSettlement.com for more information.

9. How will claims be decided?

The Claims Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

10. When will I get my payment?

The Court will hold a Final Fairness Hearing at 9:00 a.m. on February 5, 2026 to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want to receive benefits, you must submit a Claim Form online or postmarked by January 20, 2026.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendants and Related Entities (“Released Entities”) for the claims being resolved by this settlement. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 16 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue Defendants about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I still get payment from the settlement?

No. If you exclude yourself from the settlement, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself from the settlement, you give up any right to sue Defendants (and any other Related Entities) for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for payment.

15. How do I get out of the settlement?

To exclude yourself from the settlement, you must send written notice by mail stating that you want to be excluded from the settlement in *Star Joshua v. The County of Contra Costa, et al.* Your letter must include your name, address, and signature. Your letter must also clearly manifest your intent to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than December 22, 2025 to:

Contra Costa Data Incident Claims Administrator
P.O. Box 3553
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed M. Anderson Berry of Emery Reddy, PLLC (formerly of Clayco C. Arnold, APC) and Kenneth Grunfeld of Kopelowitz Ostrow, P.A. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Go to www.ContraCostaSettlement.com or call 1-888-306-4738

17. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys' fees, costs, and expenses in an amount not to exceed one hundred and fifty thousand dollars (\$150,000.00). Defendants agree not to contest so long as the request does not exceed one hundred and fifty thousand dollars (\$150,000.00). The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel. Defendants also agree not to contest a request for a Service Award of up to two thousand and five hundred dollars (\$2,500.00) to the Class Representative, subject to Court approval.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an Objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) 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 notice, copy of original notice of the Data Incident);
- (iii) written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your Objection must be mailed to the claims administrator by First-Class mail, and postmarked no later than December 22, 2025, to:

Contra Costa Data Incident Claims Administrator
P.O. Box 3553
Baton Rouge, LA 70821

19. What is the difference between objecting to and excluding myself from the settlement?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this settlement. If you exclude yourself from the settlement, you have no basis to object or submit a Claim Form because the settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

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

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing at 9:00 a.m. on February 5, 2026, in the Superior Court of California for the County of Contra Costa, 725 Court Street, Martinez, CA 94553. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees and Expenses to Class Counsel and the request for a service award to the Class Representative.

21. 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 file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Fairness Hearing?

The Court will hear from any Settlement Class Member who attends the Final Approval hearing and asks to speak regarding his or her objection regardless of whether that Settlement Class Member submitted a written objection

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any benefit from this settlement. If the Court approves the settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Related Entities based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. Are more details about the settlement available?

Yes. This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.ContraCostaSettlement.com, or by writing to the Contra Costa Data Incident Claims Administrator, P.O. Box 3553, Baton Rouge, LA 70821.

25. How do I get more information?

Go to www.ContraCostaSettlement.com, call 1-888-306-4738, or write to Contra Costa Data Incident Claims Administrator, P.O. Box 3553, Baton Rouge, LA 70821.

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

Questions? Go to www.ContraCostaSettlement.com or call 1-888-306-4738