

*Schumacher, et al. v. Bank of
Hope*
Case No. 18STCV02066 (Los Angeles County Superior
Court)

**NOTICE REGARDING RIGHT TO BENEFIT
FROM CLASS ACTION SETTLEMENT**

If you received a notice directing you to this website, you have been identified as a potential class member in a class action settlement. A settlement agreement (the “Settlement” or “Settlement Agreement”) has been reached in a class action lawsuit (the “Lawsuit”) alleging that certain confidential Bank of Hope customer data that was shared with a third-party contractor (The Alacer Group) was exposed during the summer of 2018 (the “Data Incident”). The information exposed included names, addresses, financial account information and Social Security numbers. If you received this notice, Bank of Hope’s records indicate that your information was shared with the third-party contractor. **This does not mean that your information was necessarily exposed during the Data Incident.** Instead, the proposed Settlement Class includes all California residents whose information was shared with the third-party contractor, even if there is no reason to believe that their information was exposed. The notice you received indicates whether you are also a part of the “Subclass” of customers whose information is known to have been exposed in the Data Incident.

As part of this Settlement, Bank of Hope has agreed to provide free credit monitoring and related services to all Settlement Class Members and undertake certain preventative cyber security measures. Bank of Hope has also agreed to reimburse members of the Subclass for certain types of claims. If you are a member of the Subclass, you must submit a claim using a Claim Form in order to receive cash compensation. If you are not a member of the Subclass, you are not eligible to submit a claim for cash compensation.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T
ACT, SO READ THIS NOTICE CAREFULLY.**

YOUR OPTIONS

Receive Identity Theft Protection Services Deadline: February 21, 2023	You may enroll in identity theft protection services through Experian to activate your protection for 24 months by following the instructions you received in the emailed or mailed Notice. You must enroll and activate this coverage by February 21, 2023.
Subclass Deadline to Submit a Claim Form Deadline: February 7, 2023	Subclass Members must complete and submit a Claim Form to receive compensation. By completing and submitting a timely and valid Claim Form accompanied by proper documentation, you may recover money depending on your claim.
Ask to be Excluded Deadline: February 7, 2023	Exclude yourself from this Lawsuit, meaning you will receive no benefits from this Settlement and will not be bound by the release of claims. You may ask to be excluded from the Lawsuit. By excluding yourself, you cannot recover as part of this Settlement and you are not bound by its release of claims. If you exclude yourself from the Settlement, you may not object to the terms of the Settlement. To exclude yourself from the Settlement, you must follow the instructions below.
Object Deadline: February 7, 2023	Object to the terms of the Settlement. You may object to the terms of the Settlement and have your objections heard at the Final Approval Hearing on April 12, 2023 . To object to the Settlement, you must follow the instructions below.
DO NOTHING	You will not receive compensation or additional identity theft protection services and you will give up your rights to sue Bank of Hope about issues related to the Data Incident or the sharing of customer information with the third-party contractor.

1. What is this Lawsuit about?

In the Lawsuit, Plaintiff brings the following claims against Bank of Hope arising out of the Data Incident and the sharing of information with the third-party contractor: Negligence (First Cause of Action) and violation of the California Unfair Competition Law (Second Cause of Action). Plaintiff argues that Bank of Hope improperly shared customer information with a third-party contractor, and that the Data Incident was the result of negligence and unfair practices.

Bank of Hope denies any wrongdoing and denies all claims asserted against it in the Lawsuit.

Both sides have agreed to settle the Lawsuit to avoid the cost, delay, and uncertainty of litigation. You can read Plaintiff's Fourth Amended Class Action Complaint, the Settlement Agreement, and other case documents, as well as download and/or submit a Claim Form on this website.

2. Why is this a class action?

In a class action, a class representative or representatives (in this case, Basel Haddad ("Plaintiff")), sue on behalf of a group (or a "Class") of people. Here, the Plaintiff sued on behalf of people who have similar claims related to the Data Incident and sharing of customer information.

3. Why is there a Settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a Settlement Agreement as to the claims of Plaintiff and the Settlement Class.

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

For settlement purposes, the Court has certified a Settlement Class consisting of all people who meet the following definition:

"Settlement Class" means all natural persons resident in California as of June 28, 2018 that Bank of Hope's records indicate may have had personally identifying information transferred to The Alacer Group during the course of an engagement between Bank of Hope and The Alacer Group for professional services. Excluded from the Settlement Class are: (i) officers and employees of Bank of Hope, (ii) outside counsel retained by Bank of Hope in connection with the Action, and (iii) judicial officer to whom this action is assigned. Plaintiff Haddad is a member of the Settlement Class.

5. What relief is available to Settlement Class Members and how do I receive benefits?

1) **Identity Theft Protection**

Any member of the Settlement Class can enroll in identity theft protection and insurance services from Experian for a period of 24 months beginning on the date of their enrollment. These members of the Settlement Class must enroll by **February 21, 2023**. To enroll, follow the instructions on the notice you received by email or in the mail, which includes your unique activation code. Each individual activation code can only be used by the Settlement Class Member who received it. If you enroll for identity theft protection services but also choose to opt-out of receiving relief under the Settlement, as described in FAQ 9, below, your coverage will be cancelled.

2) **Monetary Relief**

Only Settlement Subclass Members are eligible for monetary relief. The notice you received will indicate if you are in the Subclass. Subclass Members may receive monetary relief by filing a

claim using a Claim Form provided with their notice and available on this website. **Claims must be submitted online or postmarked by February 7, 2023.**

The Claim Form can be used to make claims for reimbursement of (1) credit monitoring services purchased during the period July 30, 2018 to July 30, 2019 specifically as a result of the Data Incident; AND/OR (2) costs and expenses stemming from identity theft that you experienced as a result of the Data Incident. You can recover up to a maximum of \$500. However, you must submit with this Claim Form documentation showing that you experienced the costs and expenses you seek to recover and the amount of the same such as receipts, customer service correspondence, bank or credit card statements, or other documentation that supports your claim. You also must affirm that you are not able to submit the same or similar claims to any credit monitoring service or insurer or that you have done so and your claim has not been granted or not been granted in full.

You can file a claim online at www.BHsettlementadministration.com or download the Claim Form and mail it to:

Schumacher, et al. v. Bank of Hope
c/o JND Legal Administration
PO Box 91100
Seattle, WA 98111

All Claim Forms must be submitted online or postmarked no later than February 7, 2023. IF YOUR NOTICE DOES NOT INDICATE YOU ARE IN THE SUBCLASS, YOU ARE NOT ELIGIBLE TO FILE A CLAIM AND SHOULD NOT DO SO.

In addition to the monetary benefits described above, Bank of Hope has agreed to undertake and/or maintain the following cyber security measures through at least September 1, 2024:

Bank of Hope will assess at least once every 12 months the sufficiency of safeguards protecting the confidentiality and integrity of confidential customer information and evaluate and implement needed modifications based on results of such assessments. Each assessment will evaluate safeguards in each area of relevant operation including employee training and management, information systems such as network and software design or information processing, storage and retention of customer information, and prevention detection and response to attacks, intrusions or other system failures.

Bank of Hope will conduct training every 12 months for employees that handle non-anonymized, aggregated, confidential customer information on data security and vendor risk management policies.

Bank of Hope will conduct vulnerability testing of bank networks at least once every 4 months, testing the security of networks, and document such testing at least once every 12 months.

6. What am I giving up to receive these benefits?

By staying in the Settlement Class, all of the Court's orders will apply to you, and you provide a "release" of claims. A release means you cannot sue or be part of any other lawsuit against Bank of Hope (or any related entities allegedly involved in the Data Incident) about the claims or issues in this Lawsuit (arising out of or relating to the Data Incident and the sharing of customer information with the third-party contractor) and you will be bound by the Settlement. For your convenience, the Release, which necessarily is drafted in legal-sounding language, is provided in full at the end of this notice.

7. How much will the Class Representative receive?

The Class Representative Basel Haddad will receive his portion of the settlement as a Settlement Class Member should he opt to submit a claim. He also will request a payment of up to \$25,000 as a Service Award for having pursued this action. Any Service Award is subject to Court approval.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed Justin F. Marquez, Thiago M. Coelho and Robert J. Dart of Wilshire Law Firm, PLC as "Class Counsel." You can contact Class Counsel at (213) 992-6723.

For litigating the case and negotiating the Settlement, Class Counsel will file a motion seeking Court approval for the payment of their attorneys' fees and expenses in an amount no greater than \$880,000, to be paid separately from the monetary relief being made available for Subclass claims. Any award of attorneys' fees and costs and expenses are subject to Court approval.

You may hire your own attorney, including for purposes of opting out of or objecting to the Settlement as described below, or attending the Final Approval Hearing, but only at your own expense.

9. I don't want to be part of this case. How do I ask to be excluded?

If you don't want the benefits offered by the Settlement and you want to keep the right to sue Bank of Hope about issues relating to the Data Incident or the sharing of your information with the third-party contractor, then you must take steps to get out of the Settlement. This is called "excluding" yourself or "opting out" of the Settlement Class.

To exclude yourself, you must send a letter by mail that (i) states the Settlement Class Member's full name, address and telephone number; (ii) contains the Settlement Class Member's personal and original signature or the signature of the person authorized by law to sign on behalf of the Settlement Class Member; and (iii) states unequivocally that the Class Member intends to be excluded from the Settlement Class and from the Settlement.

You must mail your exclusion request, postmarked no later than **February 7, 2023**, to:

Schumacher, et al. v. Bank of Hope
c/o JND Legal Administration
PO Box 91100,
Seattle, WA 98111

10. How do I object to the Settlement?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you may submit your objection to the Settlement Administrator and to Class Counsel and Bank of Hope's Counsel. Your objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii)

contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth a statement of the legal and factual basis for the Objection; and (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

If you wish to object to the proposed Settlement you may mail or hand-deliver written objections to the Settlement ("Objections") to the Settlement Administrator, Class Counsel, and Bank of Hope's Counsel, at the addresses set forth below. Alternatively, you may attend and state your objection at the Final Approval and Fairness Hearing discussed below, whether you have mailed a written Objection or not. If you neither mail or hand deliver a written Objection in the manner described above nor attend the Final Approval and Fairness Hearing, you waive any Objection.

Written Objections must be mailed or hand delivered to the Settlement Administrator, Class Counsel, and Bank of Hope's counsel on or before **February 7, 2023**. The addresses of Class

Counsel and Bank of Hope's Counsel are:

Class Counsel:

Justin F. Marquez
Thiago M. Coelho
Robert J. Dart
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Telephone: (213) 992-6723

Bank of Hope's Counsel:

Michael Rhodes
Max Bernstein
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000

The mailing address of the Settlement Administrator:

Schumacher, et al. v. Bank of Hope
c/o JND Legal Administration
PO Box 91100
Seattle, WA 98111
Telephone: (855) 533-0046

The address of the Settlement Administrator for Hand Delivery:

JND Legal Administration
1100 2nd Ave, Suite 300
Seattle, WA 98101

Final Approval and Fairness Hearing

The Court will hold a Final Approval and Fairness Hearing on Wednesday, April 12, 2023 at 10:00am. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and to rule on applications for compensation for Class Counsel and a Service Award for the Plaintiff. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice. You may attend the Final Approval Hearing and you may retain your own lawyer to represent you at the Final Approval Hearing, but must pay that lawyer's fees yourself.

IF YOU DO INTEND TO ATTEND THIS HEARING, please note that the Court has issued rules governing safety measures that you **MUST** take. The Court requires that you wear a face covering (mask) that covers your mouth and nose to enter the courthouse. If you have a physical or mental health impairment or disability, you may seek an exemption by contacting the Court's ADA liaison at the courthouse prior to your attendance. If you wish to review documents with the courthouse Clerk's Office, the Court encourages you to make an appointment at www.lacourt.org. All persons visiting the courthouse are encouraged to use hand sanitizer, practice good handwashing hygiene, and cover their nose and mouth when coughing or sneezing.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available on this website, or you can contact the Settlement Administrator at:

Schumacher, et al. v. Bank of Hope
c/o JND Legal Administration
PO Box 91100
Seattle, WA 98111

(855) 533-0046

You can also reach out to Class Counsel with questions at:

(213) 992-6723

PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

THE SETTLEMENT RELEASE

[Excerpted from Settlement Agreement]

1. On the Effective Date, the Plaintiff and each and every Settlement Class Member who is not an Opt-Out Member (who has been excluded from the Settlement Class by the Court), shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Released Persons with respect to the Plaintiff's Released Claims or the Released Class Claims.
2. On the Effective Date, and subject to paragraph 67 herein, and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member, inclusive of each Settlement Sub-Class Member, who is not an Opt-Out Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities that arise out of or relate to the claims alleged, or facts asserted, in the operative Complaint; for clarity, this release includes any claims that arise out of or relate to the Data Incident alleged in the Complaint, Bank of Hope's provision of customer information to The Alacer Group, including any alleged failure to secure customer permission for the same, the alleged failure to secure a confidentiality provision in agreements with The Alacer Group, any actual, alleged, or suspected data breaches occurring at The Alacer Group (the "**Settlement Class Release**"). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "**Released Class Claims**").