

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

*Tucker v. Marietta Area Health Care, No. 2:2022-CV-184*

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

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**If You Were Subject to the Marietta Area Health Care, Inc., dba Memorial Health System (“MHS”) Data Breach and Previously Received a Notice Letter Notifying You of the Data Breach, You Could be Eligible for a Payment from a Class Action Settlement**

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- You may be eligible to receive a payment from a proposed \$1,750,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a cyberattack experienced by MHS between July 10, 2021, and August 15, 2021 (the “Data Breach”) involving MHS in which it was determined that an unauthorized third party may have gained access to certain MHS files containing customers’ names, Social Security numbers, medical/treatment information, health insurance information, other protected health information as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and additional personally identifiable information (“PII”) and protected health information (“PHI”) that defendant collected and maintained (collectively referred to in this Settlement as “Private Information”). MHS denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a notice letter of the MHS Data Breach that occurred between July 10, 2021 and August 15, 2021.
- Eligible claimants under the Settlement Agreement will be eligible to receive one, two, and/or three of the following Settlement benefits:
  - ❖ **Pro Rata Cash Payment:** \$50 cash payment from the Settlement Fund that will be increased or decreased *pro rata* depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented Out-of-Pocket Expenses, payments for lost time, attorneys’ fees and expenses, and Notice and Administrative Expenses.
  - ❖ **Out-of-Pocket Expenses:** Reimbursement for the actual amount of unreimbursed Out-of-Pocket Expenses or expenses up to \$5,000, with supporting documentation of the monetary losses or expenses; and/or
  - ❖ **Lost-Time:** Compensation of up to \$100 for time spent dealing with issues related to the Data Breach, including but not limited to reviewing your accounts, enrolling in credit protection services, or responding to fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Breach. Claims for lost time can be combined with claims for Out-of-Pocket Expenses but are subject to the \$5,000.00 cap. All payments to Class Members for valid claims under the Settlement might be reduced *pro rata*, including those for Out-of-Pocket Expenses and Lost-Time,

depending on the total number of valid claims submitted.

- For more information or to submit a claim visit [www.mhsdatasettlement.com](http://www.mhsdatasettlement.com) or call 1-844-709-1197.
- **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 payment.	Submitted or Postmarked on or Before <b>October 15, 2023</b>
<b>Exclude Yourself By Opting Out of the Class</b>	Receive no payment. If you are a Class Member, you must exclude yourself from this class action settlement in order to retain your right to bring any other lawsuit against Defendant for the same claims.	Submitted or Postmarked on or Before <b>September 15, 2023</b>
<b>Object to the Settlement and/or Attend the Fairness Hearing</b>	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on <b>December 4, 2023</b> , about the fairness of the Settlement, with or without your own attorney.	Received on or Before <b>September 15, 2023</b>
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

- Your rights and options as a 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. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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**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 lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Sarah D. Morrison of the United States District Court for the Southern District of Ohio case captioned as Tucker v. Marietta Area Health Care. The individuals who brought the lawsuit, Plaintiffs Kathleen Tucker, Sharon Chaddock, Gerald Davis, Donna Acree, Cindy Beaver, and Sherry Morris, are called the Plaintiffs. The entity being sued, MHS, called the Defendant.

**2. What is this lawsuit about?**

The lawsuit claims that Defendant was responsible for the Data Breach and that Plaintiffs were injured as a result of the Data Breach.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

**3. Why is this lawsuit a class action?**

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the 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 members of the Class (“Class Members”). The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all 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 member of the Class if you reside in the United States and your Private Information may have been compromised in connection with the Data Breach, including if you were mailed a notification by or on behalf of MHS regarding the Data Breach.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Class are (i) all Persons who timely and validly request exclusion from the Class, (ii) the Judge

assigned to evaluate the fairness of this settlement; and (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 Breach or who pleads *nolo contendere* to any such charge.

#### 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 1-844-709-1197 with questions. You may also write with questions to:

MHS Data Settlement Administrator  
PO Box 5144  
Baton Rouge, LA 70821  
[www.mhsdatasettlement.com](http://www.mhsdatasettlement.com)

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

#### 7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$1,750,000: (a) \$25 per hour for up to 4 hours, up to a total of \$100, for Class Members who attest that the time claimed was actually spent as a result of the Data Breach; (b) up to \$5,000 for reimbursement of your documented Out-of-Pocket Expenses reasonably traceable to the Data Breach; and (c) a *pro rata* \$50 payment, subject to adjustment as set forth below.

The \$50 *pro rata* payment will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation expenses, Notice and Administrative Expenses, and other Settlement benefits to claimants. The other Settlement benefits are also subject to *pro rata* reduction as needed in the event that the total claims exceed the \$1,750,000 cap on payments to be made by Defendant, and payments may also be increased on a *pro rata* basis until the Settlement Fund is distributed. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Class and administering the Settlement will also be paid out of the Settlement Fund.

#### 8. What payments are available for reimbursement under the Settlement?

Class Members who submit a claim are eligible to receive:

- a) A potential residual cash payment of the remainder funds, which is estimated to be \$50 but may adjusted upward or downward *pro rata* based on how many other claims are made.
- b) Compensation for time spent (lost time) remedying issues related to the Data Breach, up to 4 hours at \$25.00/hour for time spent in response to the Data Breach for a total amount of up to \$100. Claims for lost time can be combined with claims for Out-of-Pocket Expenses but are subject to the \$5,000 cap.
- c) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Expenses resulting from the Data Breach (up to \$5,000 in total), such as the following incurred on or after July 10, 2021:
  - Unreimbursed losses relating to fraud or identity theft;
  - Professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
  - Costs associated with freezing or unfreezing credit with any credit reporting agency;

- Credit monitoring costs that were incurred on or after the Data Breach through the date of claim submission;
- Parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- Instances of verified fraud such as fraudulent bank or credit card charges, fraudulent tax filings, fraudulent opening/closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using your information from the Data Breach;
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- Other expenses that are reasonably attributable to the Data Breach that were not reimbursed.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at [www.mhsdatasettlement.com](http://www.mhsdatasettlement.com) or by calling 1-844-709-1197. Claim Forms will also be sent to Class Members as part of the postcard notice and tear-off Claim Form that will be mailed to Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

### 10. How will claims be decided?

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

### 11. When will I get my payment?

The Court will hold a Final Approval Hearing on **December 4, 2023, at 11:00 a.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision, and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

## WHAT DOES DEFENDANT GET?

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

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Defendant and other persons (“Released Entities”) as to all claims (“Released Claims”) arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at [www.mhsdatasettlement.com](http://www.mhsdatasettlement.com). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

**13. If I exclude myself, can I get a payment from this Settlement?**

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

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

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

**15. How do I exclude myself from the Settlement?**

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Tucker v. Marietta Area Health Care, Inc.*, No. 2:2022-CV-184, United States District Court, Southern District of Ohio. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by **September 15, 2023**, to:

MHS Data Settlement Administrator  
Attn: Exclusion Request  
PO Box 5144  
Baton Rouge, LA 70821

**OBJECTING TO THE SETTLEMENT**

**16. 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 or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, **September 15, 2023**:

Court	Settlement Administrator
Office of the Clerk Joseph P. Kinneary U.S. Courthouse 85 Marconi Boulevard, Room 121 Columbus, Ohio 43215	MHS Data Settlement Administrator P.O. Box 5144 Baton Rouge, LA 70821

Your objection must be written and must include all of the following: (i) the objector’s full name and address; (ii) the case name and docket number, *Tucker v. Marietta Area Health Care*, Case No. 2:22-cv-00184-SDM-EPD (S.D. Ohio); (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector’s settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a 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 Fairness 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.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Class, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

**THE LAWYERS REPRESENTING YOU**

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

Yes. The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202; Joseph M. Lyon, The Lyon Firm, 2754 Erie Avenue, Cincinnati, OH 45208; Gary Mason, Mason LLP, 5101 Wisconsin Avenue, Suite 305, Washington, DC 20016; and Jeffery S. Goldenberg, Goldenberg Schneider Co., LPA, 4445 Lake Forest Drive, Suite 490, Cincinnati, OH 45242 as Class Counsel to represent the Class. If you want to be represented by your own lawyer, then you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will ask the Court for an award for attorneys’ fees up to \$583,333.33 plus litigation expenses not to exceed \$15,000. Defendant has agreed not to object to any award of attorneys’ fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys’ fees and expenses to Class Counsel will be made out of the Settlement Fund. 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.

Any award for attorneys' fees and expenses for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than November 20, 2023, and their application for attorneys' fees, costs, and expenses will be filed no later than August 30, 2023, and will be posted on the settlement website.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **11:00 a. m. ET on December 4, 2023**, at Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Room 167, Columbus, Ohio 43215, or by remote or virtual means 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, then 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 request for an award of attorneys' fees and reasonable costs and expenses. 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 recommend checking [www.mhsdatasettlement.com](http://www.mhsdatasettlement.com) or calling 1-844-709-1197.

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

No. Class Counsel will present the Settlement Agreement 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 with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

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

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court and Settlement Administrator postmarked no later than September 15, 2023.

## IF YOU DO NOTHING

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

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Breach, ever again.

## GETTING MORE INFORMATION

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

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.mhsdatasettlement.com](http://www.mhsdatasettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-844-709-1197.

This Notice is approved by the United States District Court for the District of Ohio.

**DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.