

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lhota et al. v. Michigan Avenue Immediate Care, S.C.
Case No. 2022-CH-06616 (Ill. Cir. Ct. Cook Cnty.)
**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

To: All persons whose Personally Identifiable Information (“PII”), Protected Health Information (“PHI”), and/or Protected Biometric Information (“PBI”) was potentially compromised in the cybersecurity incident involving Michigan Avenue Immediate Care, S.C. (“MAIC”)’s computer network in May 2022, and who were the subject of the Notice of Data Breach that MAIC published on June 30, 2022 (the “Settlement Class”).

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

PLEASE READ THIS NOTICE CAREFULLY

- A Settlement has been reached with Michigan Avenue Immediate Care, S.C. (the “Defendant” or “MAIC”) in five lawsuits related to a cybersecurity disruption involving MAIC’s computer network in May 2022 (the “Data Incident”).
- On or about May 2022, MAIC discovered a cybersecurity disruption on its computer network. MAIC launched an investigation, with the assistance of third-party cybersecurity specialists, to determine the nature and scope of the event. On or about May 21, 2021, the investigation determined that an unauthorized third-party cybercriminal gained access to MAIC’s systems, and that information contained in those systems may have been compromised by the third-party threat actor. On or about May 21, 2022, MAIC determined that the personally identifiable information (“PII”), protected health information (“PHI”), and/or protected biometric information (“PBI”) of 144,104 individuals that it maintained on its systems may have been compromised in the Data Incident. The compromised PII, PHI, and PBI in the Data Incident may have included name, address, date of birth, Social Security number, driver’s license number, treatment information, and health insurance information. On June 30, 2022, MAIC reported to the Department of Health and Human Services that 144,104 individuals’ information had been potentially compromised in the Data Incident.
- On June 30, 2022, MAIC published a Notice of Data Breach. Following notice of the Data Incident, *Lhota v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-CH-06616 (Ill. Cir. Ct. Cook Cnty.) was filed against MAIC asserting claims arising from the Data Incident. In addition to the *Lhota* lawsuit, four other lawsuits were filed against MAIC asserting claims arising from the Data Incident.

- MAIC denies it has any liability for the claims asserted in the Lawsuits and contends that it did not engage in any improper conduct.

Settlement Class Members may file claims for (1) Alternative Cash Payment of \$50 for Settlement Class Members; or (2) Lost Time Payment of \$25.00 per hour, up to four (4) hours, for a maximum of \$100.00, as well as Documented Ordinary Losses of up to \$2,500 for unreimbursed losses, including Out-of-Pocket Expenses, including the purchase of credit monitoring. These amounts are subject to the actual claims rate and will be adjusted up or down on a *pro rata* basis depending on the number of claims. The actual Alternative Cash Payment or claim for Documented Ordinary Losses may be less than the benefits stated above.

If you are a Settlement Class Member, your options are:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY AUGUST 3, 2023	You must submit a valid claim form to receive a payment or credit monitoring services from this Settlement. Claim forms are available at www.MAICincident.com .
DO NOTHING	You will receive no payment and will no longer be able to sue MAIC over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY JUNE 19, 2023	You will receive no benefits, but you will retain your legal claims against MAIC.
OBJECT BY JUNE 19, 2023	Write to the Court about why you do not like the settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON AUGUST 15, 2023	Ask to speak in Court about the fairness of the Settlement.

The Court must give final approval to the settlement before it takes effect but has not yet done so. No payments or settlement benefits will be issued until after the court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.MAICincident.com or by calling 1-800-266-1652.

BACKGROUND INFORMATION

1. Why was this Notice issued?

This notice is being issued to inform Settlement Class Members about a proposed settlement of the class action lawsuit *Lhota v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-CH-06616 (Ill. Cir. Ct. Cook Cnty.) (the “*Lhota* Lawsuit”), into which four subsequently-filed lawsuits have been settled. The Court overseeing the lawsuit authorized this Notice to advise Settlement

Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. *What is the Lawsuit about?*

The *Lhota* Lawsuit is a proposed class action settlement brought on behalf of all persons whose personal information may have been compromised as a result of cybersecurity incident involving MAIC's computer network in May 2022. In the *Lhota* Lawsuit, plaintiff alleges causes of action for: (1) Negligence; (2) Negligence *Per Se*; (3) Breach of Implied Contract; (4) Unjust Enrichment; and (5) Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act ("CFA"), 815 Ill. Comp. Stat. §§ 505/1 *et seq.*

In addition to the *Lhota* Lawsuit, four other lawsuits related to the Data Breach, which allege similar and additional causes of action, were filed in various Illinois state and federal courts. These lawsuits are: (1) *Chen et al. v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-CH-07101 (Ill. Cir. Ct. Cook Cnty.); (2) *Newberry v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-07128 (Ill. Cir. Ct. Cook Cnty.); (3) *Seyive Bani A Medegan Fagla et al. v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-CH-07692 (Ill. Cir. Ct. Cook Cnty.); and (4) *Cornell v. Michigan Avenue Immediate Care, S.C.*, Case No. 1:22-cv-03885 (N.D. Ill.). The *Cornell* Lawsuit, additionally, asserts claims for Bailment, Intrusion Upon Seclusion, Declaratory Judgment, and additional state data breach and consumer protection statutes beyond Illinois.

Together with the *Lhota* lawsuit, the five combined lawsuits are referred to as the "Lawsuits." MAIC has denied all of the allegations, causes of action and claims in the Lawsuits.

The proposed class action Settlement will resolve all claims brought by Class Representatives (defined in Question No. 3 below) in all Lawsuits. And the Releases in the proposed Settlement Agreement (see Paragraphs 67 to 71) cover all claims asserted in the Lawsuits against MAIC.

3. *Why is the Lawsuit a class action?*

In a class action, one or more plaintiffs (or "Class Representatives") bring a lawsuit on behalf of others who are alleged to have similar claims. Together, all of these people are the "class" and each individually is a "class member." There are eight Class Representatives in this Settlement: Barb Lhota, Qixin Chen, Beichen Shi, Jorge Newbery, Mondoukpe Seyive Bani A Medegan Fagla, Cristina Heer, Morgan Strunsky and Richard Delano Cornell. The class in this case is referred to in this Notice as the "Settlement Class."

4. *Why is there a Settlement?*

The Class Representatives in the Lawsuits, through their attorneys, investigated the facts and law relating to the issues in the Lawsuits. The Class Representatives and Settlement Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Classes. The Court has not decided whether the Class Representatives' claims or MAIC's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that MAIC did anything

wrong, or that the Class Representatives and the Settlement Classes would or would not win the case if it were to go to trial.

TERMS OF THE PROPOSED SETTLEMENT

5. *Who is in the Settlement Class?*

The Settlement Class is defined as all 144,104 persons whose PII, PHI, and/or PBI was potentially compromised in the cybersecurity incident involving Michigan Avenue Immediate Care, S.C.'s ("MAIC") computer network in May 2022, and who were the subject of the Notice of Data Breach that MAIC published on June 30, 2022.

Excluded from the Settlement Class are (i) officers and directors of MAIC and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) members of the judiciary who have presided or are presiding over this matter and their families and staff; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. *What are the Settlement Benefits?*

Settlement Class Members may file claims for (1) An Alternative Cash Payment of \$50.00, or (2) a Lost Time Payment of \$25.00 per hour, up to four (4) hours, for a maximum of \$100.00, as well as Out-of-Pocket Losses of up to \$2,500 for unreimbursed losses, including Out-of-Pocket Expenses, including the purchase of credit monitoring.

Alternative Cash Payment of \$50 for Settlement Class Members; or

Out-of-Pocket Losses: In the alternative to Alternative Cash Payments, unreimbursed ordinary losses, including Out-of-Pocket Expenses, up to \$2,500.00, such as the purchase of credit monitoring, as well as lost time: reimbursement for up to four (4) hours of Lost Time for time spent responding to issues raised by the Data Breach (calculated at \$25 per hour).

These amounts are subject to the actual claims rate and will be adjusted up or down on a *pro rata* basis depending on the number of claims. The actual Alternative Cash Payment or claim for Out-of-Pocket Losses may be less than the benefits stated above.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any final judgment entered by the Court, and will give up their right to sue the Released Persons (defined in Paragraph 34 of the Settlement Agreement), including MAIC, for the claims being resolved by the Settlement. The claims that Settlement Class Members are releasing, and the persons and entities being released from those claims are described in Paragraphs 67 through 71 of the Settlement Agreement. To view the Settlement Agreement, please visit www.MAICincident.com.

PAYMENTS TO SETTLEMENT CLASS MEMBERS

8. *What Is The Alternative Cash Payment?*

This is a single payment of \$50.00 as a Settlement Class Member. If you chose this option, you may not submit requests for further compensation, but you are also not required to submit further documentation.

As stated above, Alternative Cash Payment claims will be adjusted up or down on a *pro rata* basis depending on the number of claims.

9. *What Documented Out-of-Pocket Losses are included in the Settlement?*

Settlement Class Members are eligible for compensation for unreimbursed ordinary losses up to a total of \$2,500 per Settlement Class Member, upon submission of a valid Claim Form and supporting documentation.

Out-of-Pocket losses may include: (a) expenses incurred as a result of the Data Incident, such as the following: (i) bank fees, (ii) long distance phone charges, (iii) cell phone charges (only if charged by the minute), (iv) data charges (only if charged based on the amount of data used), (v) postage, and (vi) gasoline for local travel; (b) fees or costs for credit reports, credit monitoring, or other identity theft insurance product purchased between November 1, 2021 and the Claims Deadline; and (c) up to four (4) hours of lost time, calculated at \$25/hour, for time spent responding to issues raised by the Data Incident.

This list of reimbursable Documented Ordinary Losses is not meant to be exhaustive, but is exemplary. Settlement Class Members may make claims for any documented ordinary losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

As stated above, claims for Out-of-Pocket Losses will be adjusted up or down on a *pro rata* basis depending on the number of claims.

YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

10. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you wish to receive a settlement benefit, you **must** complete and submit a Claim Form postmarked or submitted online by August 3, 2023. You may obtain and submit a Claim Form online at www.MAICincident.com.

If you do not want to give up your right to sue MAIC about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. If you object, you must still submit a claim if you want to receive Settlement benefits.

11. What happens if I do nothing?

If you do nothing, you will get no payment from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Released Persons, including MAIC (defined in Paragraph 34 of the Settlement Agreement) related to the claims released by the Settlement.

12. How do I submit a claim?

You may complete the Claim Form online at www.MAICincident.com. You may also obtain a paper Claim Form by downloading it at www.MAICincident.com or by calling the Settlement Administrator at 1-800-266-1652. If you choose to complete a paper Claim Form you may either submit the completed and signed Claim Form and any supporting documentation electronically at www.MAICincident.com or mail them to:

MAIC Settlement Administrator
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

13. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will result in the rejection of the claim.

14. How do I exclude myself from the Settlement?

For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state the case name, *Lhota v. Michigan Avenue Immediate Care, S.C.*, Case No. 2022-CH-06616 (Ill. Cir. Ct. Cook Cnty.); (b) your full name, address, and telephone number; (c) your personal and original signature (or the personal and original signature of a Person previously authorized by law to act on your behalf with respect to the claims asserted in the Lawsuits); and (d) clearly manifest your intent to be excluded from the Settlement. You must mail your request postmarked no later than **June 19, 2023** to this address:

MAIC Settlement Administrator
Attn: Exclusions
P.O. Box 59479
Philadelphia, PA 19102-9479

15. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

16. *If I do not exclude myself, can I sue the Defendant for the Data Breach later?*

No. Unless you exclude yourself, you give up any right to sue the Released Persons (defined in Paragraph 34 of the Settlement Agreement), including MAIC, 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 requesting a payment.

17. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't 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.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Clerk of the Court no later than **June 19, 2023**.

Clerk of the Court
50 West Washington Street
Room 802
Chicago, IL 60602

To be considered by the Court, your objection must: (i) state the case name, *Lhota v. Michigan Avenue Immediate Case, S.C.*, Case No. 2022-CH-06616 (Ill. Cir. Ct. Cook Cnty.); (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorney(s) representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. In addition, you must mail or hand deliver a copy of your objection to Settlement Class Counsel and MAIC's Counsel postmarked no later than **June 19, 2023**:

SETTLEMENT CLASS COUNSEL	MAIC COUNSEL
<p style="text-align: center;">Raina Borrelli TURKE AND STRAUSS LLP 613 Williamson St., Suite 201 Madison, WI 53703 Telephone (608) 237-1775 Facsimile: (608) 509-4423</p>	<p style="text-align: center;">Mark Olthoff Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, MO 64112 Telephone: (816) 395-0620</p>
<p style="text-align: center;">Carl Malmstrom WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC 111 W. Jackson Blvd., Suite 1700 Chicago, IL 60604 Telephone: (312) 984-0000 Facsimile: (212) 686-0114</p>	
<p style="text-align: center;">Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Telephone: 847-208-4585</p>	
<p style="text-align: center;">Thomas Zimmerman ZIMMERMAN LAW OFFICES, P.C. 77 W. Washington Street, Suite 1220 Chicago, Illinois 60602 (312) 440-0020 (telephone) (312) 440-4180 (facsimile)</p>	
<p style="text-align: center;">Gary Mason MASON LLP 5101 Wisconsin Ave., NW, Suite 305 Washington, D.C. 20016 Telephone: (202) 429-2290</p>	

THE COURT'S FINAL APPROVAL HEARING

18. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **August 15, 2023**, at **2:00 p.m.**, at 50 West Washington Street, Room 802, Chicago, IL 60602. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees, costs, expenses, and the request for a Service Award for each of the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.MAICincident.com to confirm the schedule if you wish to attend.

Any individual wishing to attend the final approval hearing may do so via Zoom at Meeting ID 928 9663 2736; Password 813107. Alternately, individuals may call in to the final approval hearing using the same Meeting ID and password at (312) 626-6799.

19. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question No. 17. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

20. What happens if the Court approves the Settlement?

If the Court approves the Settlement and no appeal is taken, the Settlement Administrator will send Settlement payments to Settlement Class Members who submitted timely and valid claim forms within ninety (90) days of the Notice Deadline.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

21. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, or attorneys' fees, costs, expenses, and Service Awards awarded to Settlement Class Counsel or the Class Representatives, and the case will proceed as if no Settlement had been attempted.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

22. *Who represents the Settlement Class?*

The Court has appointed the law firms of Turke and Strauss LLP; Wolf Haldenstein Adler Freeman & Herz LLC; Milberg Coleman Bryson Phillips Grossman, PLLC, Zimmerman Law Offices, P.C., and Mason LLP to represent you and the Settlement Class. These attorneys are called Settlement Class Counsel. Settlement Class Counsel's contact information is indicated in Question No. 17. You will not be charged for their services; however, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final approval hearing.

23. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will seek an order from the Court awarding an amount not to exceed \$297,500 in attorneys' fees and no more than \$20,000 in costs and expenses.

Settlement Class Counsel will also seek an order from the Court awarding \$1,000 in service awards to each of the eight (8) Class Representatives (for a total of \$8,000).

FOR MORE INFORMATION

24. *What if I want further information or have questions?*

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which available at www.MAICincident.com. You may contact Settlement Administrator by mail, email, or phone:

MAIC Settlement Administrator
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
info@rg2claims.com
1-800-266-1652

**PLEASE DO NOT TELEPHONE THE COURT, DEFENDANT, OR DEFENDANT'S
COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**