

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

IN RE MEDICAL REVIEW INSTITUTE OF
AMERICA, LLC, DATA BREACH
LITIGATION

CIVIL NO. 2:22-cv-0082-DAK-DAO

Judge Dale A. Kimball
Magistrate Judge Daphne A. Oberg

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR
A SOLICITATION FROM A LAWYER.*

PLEASE READ THIS NOTICE CAREFULLY

To: All persons residing in the United States to whom Medical Review Institute of America, LLC (“MRIA”) sent notice of a data security incident that MRIA learned of on or about November 9, 2021 (the “Data Incident”), referred to herein as the “Settlement Class”.

A proposed Settlement has been reached in a class action lawsuit against MRIA. The lawsuit asserted claims against MRIA arising out of or related to the data security incident that MRIA learned of on or about November 9, 2021.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY JULY 20, 2023	You must submit a valid Claim Form to receive settlement benefits, including reimbursement for documented out of pocket expenses incurred as a result of the Data Incident, up to a maximum of \$700 per person; compensation for up to 3 hours of lost time, at \$20 per hour for time spent time responding to issues raised by the Data Incident (any payment for lost time is included in the \$700 cap per Settlement Class member for compensation for Out-of-Pocket Losses and Lost Time); 30 months of credit monitoring services; and a Settlement Class Member who was the victim of actual documented identity theft will be compensated for proven monetary loss up to a maximum of \$5,000 per person if the loss is an actual, documented and unreimbursed monetary loss; the loss was more likely than not caused by the Data Incident; the loss occurred between

	November 9, 2021 and the date of the Settlement Agreement; the loss is not already covered by one of the out-of-pocket loss reimbursement categories set out in the Settlement Agreement; and 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.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including MRIA over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY JUNE 20, 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY JUNE 20, 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 24, 2023	Ask to speak in Court about the fairness of the Settlement.

No payments or other Settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting www.MRIASettlement.com or by calling 1-888-207-6002.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit *In re: Medical Review Institute of America, LLC, Data Breach Litigation*, Cause No. 2:22-cv-00082-DAK-DOA in the United States District Court for the District of Utah (the “Lawsuit”). 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.

¹ The Released Parties are MRIA, its parents, subsidiaries, shareholders, members, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit brought on behalf of all persons residing in the United States to whom MRIA sent its notice of the Data Incident that MRIA discovered on or about November 9, 2021.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are five Plaintiffs (or Representative Plaintiffs) in this case: Shane White, Ahmed Amer, Joel Thornton, Patricia A. Dean, and James Bruno.

4. Why is there a Settlement?

The Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement. The Court has not decided whether the Plaintiffs’ claims or MRIA’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 timely claims will receive benefits from the Settlement. The Settlement does not mean that MRIA did anything wrong, or that the Plaintiffs and the Settlement Class 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 persons residing in the United States to whom MRIA sent its notice of the Data Incident that MRIA discovered on or about November 9, 2021.

Excluded from the Settlement Class are: (a) MRIA’s officers and directors; (b) any entity in which MRIA has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of MRIA. Also excluded are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. What are the Settlement Benefits?

The Settlement provides for payments to people who submit valid claims for reimbursement of documented out-of-pocket losses as a result of the Data Incident up to a maximum of \$700 per person; compensation for up to 3 hours of lost time at \$20 per hour for time spent responding to issues raised by the Data Incident (with any payment for lost time counting towards the \$700 cap); a Settlement Class Member who was the victim of actual documented identity theft will be reimbursed for proven Extraordinary Losses up to a maximum of \$5,000 per person if the loss is an actual, documented and unreimbursed monetary loss; the loss was more likely than not caused

by the Data Incident; the loss occurred between November 9, 2021 and the Date of the Settlement Agreement; the loss is not already covered by one of the normal reimbursement categories and 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; and 30 months of free credit monitoring services; and 30 months of credit monitoring.

Out-of-pocket expenses incurred as a result of the Data Incident include (by way of example): bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, fees for credit reports, credit monitoring, other identity theft insurance product purchased on or after November 9, 2021 through the date of the Settlement Agreement, or any other expense reasonably related to the Data Incident. All out-of-pocket expenses claimed must be reasonably related to the Data Incident.

Compensation for lost time requires (i) an attestation that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) a statement of the number of hours spent (up to a maximum of 3 hours).

Compensation for Extraordinary Losses shall be paid only if the Settlement Class Member was the victim of actual documented identity theft for proven monetary losses and: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss occurred between November 9, 2021 and the date of the Settlement Agreement; (4) the loss is not already covered by one or more of the normal reimbursement categories and 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.

Identity Protection and Credit Monitoring Services

The proposed Settlement provides thirty (30) months of credit monitoring services free of charge to Settlement Class who submit a timely and valid Claim Form.

New Practices

MRIA has also agreed to implement and/or continue remedial measures. For complete details, please see the Settlement Agreement, whose terms control, available at www.MRIASettlement.com.

Pro Rata Contingencies

If the aggregate amount of all payments required to be made by MRIA under this agreement would otherwise exceed two million six hundred thousand dollars (\$2,600,000.00), then the cost of Settlement Administration shall be paid as a first priority, the cost of Credit Monitoring shall be paid as a second priority, attorneys' fees and expenses as a third priority, and all other payments

shall be reduced on a pro rata basis, such that the aggregate amount of all payments shall not exceed two million six hundred thousand dollars (\$2,600,000.00).

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 Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.MRIASettlement.com.

Your Options as a Settlement Class Member

8. 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 want thirty (30) months of credit monitoring and/or to request compensation, you **must** complete and submit a Claim Form postmarked or submitted online by **July 20, 2023**. You may download or submit a Claim Form online at www.MRIASettlement.com.

If you do not want to give up your right to sue the Released Parties related to the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

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. (See Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit 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 the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.MRIASettlement.com. You may also obtain a paper Claim Form by downloading it at www.MRIASettlement.com or by calling the claims administrator at **1-888-207-6002**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.MRIASettlement.com, via email at: MRISettlement@atticusadmin.com, or mail them to:

Medical Review Institute of America Claims Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

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

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) include your name, address and phone number. You must send your request by **June 20, 2023** to this address:

Medical Review Institute of America Claims Administrator
Attn: Exclusions
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

13. If I exclude myself, can I receive a benefit 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.

14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties 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 benefit from this Settlement.

15. 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 benefits 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 Court and a copy mailed to Class Counsel and MRIA’s Counsel at the addresses listed below.

Class Counsel	MRIA’s Counsel
Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Ste. 2100 Chicago, IL 60606 William B. Federman FEDERMAN & SHERWOOD 10205 North Pennsylvania Ave. Oklahoma City, OK 73120	Jon Kardassakis Danielle E. Stierna Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071 Douglas C. Smith Lewis Brisbois Bisgaard & Smith LLP 6550 South Millrock Drive Suite 200 Salt Lake City, UT 84121

Objections must be filed or postmarked no later than **June 20, 2023**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; and (d) copies of any documents that you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?
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The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **August 24, 2023, at 2:00 p.m.**, at 351 S. West Temple, Salt Lake City, UT. 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 Plaintiffs’ request for attorneys’ fees and costs, and Plaintiffs’ request for service awards for the

Representative Plaintiffs. 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.MRIASettlement.com to confirm the schedule if you wish to attend.

17. 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 pursuant to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

19. 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, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and MRIA

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street
Ste. 2100
Chicago, IL 60606

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by MRIA, subject to Court approval. 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 settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of \$487,500 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of \$2,000 be awarded to each Representative Plaintiff for their time and effort expended on behalf of the Settlement Class in the Litigation.

MRIA's obligation for all payments required to be made by MRIA under the Settlement Agreement shall not exceed two million six hundred thousand dollars (\$2,600,000.00). This aggregate cap does not include the cost of Remedial Measures. If the Court awards the Class Counsel Payment or the Service Awards described above, the Court's award(s) will be deducted from the \$2,600,000.00.

22. Who represents MRIA in the Lawsuit?

MRIA is represented by the following lawyers:

Jon Kardassakis
Danielle E. Stierna
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

Douglas C. Smith
Lewis Brisbois Bisgaard & Smith LLP
6550 South Millrock Drive
Suite 200
Salt Lake City, UT 84121

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.MRIASettlement.com. You may also contact the Claims Administrator by mail, email or phone:

Mail:
Medical Review Institute of America Claims Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Email: MRIASettlement@atticusadmin.com

Phone: 1-888-207-6002

**PLEASE DO NOT CONTACT THE COURT OR MRIA'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**