

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

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

CIVIL NO. 2:22cv0082-DAK-DAO

Judge Dale A. Kimball
Magistrate Judge Daphne A. Oberg

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Shane White, Ahmed Amer, Joel Thornton, Patricia A. Dean, and James Bruno (collectively, “Plaintiffs”), on behalf of themselves and a class of similarly situated individuals, and (2) Medical Review Institute of America (“MRIA” or “Defendant”) (all parties collectively referred to as the “Parties”).

RECITALS

WHEREAS, Plaintiffs initially filed separate law suits, *White v. Medical Review Institute of America, LLC*, Case No. 2:22-cv-00082 DAK-DAO, *Karen Purvis v. Medical Review Institute of America, LLC*, Case No. 2:22-cv-00099, *Ahmed Amer v. Medical Review Institute of America, LLC*, Case No. 2:22-cv-00132, *Joel Thornton v. Medical Review Institute of America, LLC*, 2:22-cv-00181, and *Patricia A. Dean v. Medical Review Institute of America, LLC*, Case No. 2:22-cv-00226, alleging that MRIA failed to adequately safeguard the electronically stored personally identifiable information (“PII”) and protected health information (“PHI”) of Plaintiffs and Class Members in connection with a cybersecurity incident discovered by MRIA on or about November 9, 2021 (“Data Incident”). This Court issued an order consolidating the litigations into the instant matter on July 22, 2022, and on October 3, 2022 Plaintiffs filed their amended (consolidated) complaint (the “Lawsuit”).

WHEREAS, Plaintiffs alleged causes of action against MRIA for: (i) negligence; (ii) invasion of privacy; (iii) unjust enrichment; (iv) breach of fiduciary duty; (v) violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) Fla. Stat. § 501.201 *et seq.*; (vi) violation of the Illinois Consumer Fraud Act, 815 Ill. Comp. Stat. §§ 505/1 *et seq.*; and (vii) violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.* Plaintiffs and the putative class sought monetary and equitable relief.

WHEREAS, shortly after the filing of the Consolidated Complaint, the Parties agreed to engage in voluntary settlement negotiations;

WHEREAS, after months of arms’-length negotiation between competent and experienced counsel for the Parties, the parties attended a mediation with the Honorable Stuart E.

Palmer (Retired) on December 14, 2022, during which they reached an agreement as to the material terms of the settlement. The Parties continued to work diligently over the next month, exchanging multiple calls and emails, to finalize their agreement.

WHEREAS, Plaintiffs and their counsel believe that, in consideration of all the circumstances, and after prolonged and serious arm's-length settlement negotiations with MRIA, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (as defined in paragraph 1 below);

WHEREAS, MRIA indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but after prolonged and serious arm's-length settlement negotiations with Plaintiffs' counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

WHEREAS, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Lawsuit fully, finally, and forever on behalf of the Settlement Class and for the Released Claims (defined in paragraph 12 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitutes a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Plaintiffs and their counsel (hereinafter "Class Counsel") have agreed to settle the Lawsuit after considering such factors as (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class now rather than later (or not at all);

WHEREAS, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

WHEREAS, MRIA and its counsel have made similar determinations, and, while denying wrongdoing, liability and fault, MRIA enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the concomitant disruption of its business operations.

CERTIFICATION OF SETTLEMENT CLASS

1. The Settlement Class: The Settlement Class is defined as follows:

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.

Specifically excluded from the Settlement Class are: (i) MRIA's officers and directors; (ii) any entity in which MRIA has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of MRIA. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Class is estimated to include approximately 154,935 individuals.

2. Certification of Settlement Class: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. MRIA agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in paragraph 20 below) does not occur.

RELIEF TO THE SETTLEMENT CLASS

3. Relief to the Settlement Class: If the proposed settlement receives final approval, MRIA will provide benefits to members of the Settlement Class ("Settlement Class Members") who do not submit a timely written request for exclusion from the Settlement Class and submit a timely claim for benefits as follows:

- a. Compensation or Out-of-Pocket Losses and Lost Time: MRIA will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Claims Administrator;
- b. Compensation for Ordinary Losses: MRIA will reimburse documented out of pocket expenses incurred as a result of the Data Incident, up to a maximum of \$700.00 per person upon submission of a claim and supporting documentation, such as the following losses:
 - i. 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;
 - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 9, 2021 and the date of the Settlement Agreement;
 - iii. Compensation for up to 3 hours of lost time, at \$20/hour, for a maximum of up to \$60 per person. Class members may submit claims for up to 3 hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Incident. This payment shall be included in the \$700 per person cap for Compensation for Documented Out-of-Pocket Losses and Lost Time.
 - iv. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members

may make claims for any documented out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident.

- c. Compensation for Extraordinary Losses: MRIA will provide up to a maximum of \$5,000.00 per person in compensation to each claimant who was the victim of actual documented identity theft for proven monetary loss if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the Data Incident;
 - iii. The loss occurred between November 9, 2021 and the date of the Settlement Agreement;
 - iv. 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.
- d. Credit Monitoring: MRIA will pay for credit monitoring services as follows:

Settlement Class Members shall be offered an opportunity to enroll in 30 months of credit monitoring and identity theft protection, with \$1 million in insurance.

4. **Remedial Measures:**

MRIA has, or by no later than December 31, 2023, will:

- a. Deploy additional advance threat protection;
- b. Expand Multi-Factor Authentication (MFA);
- c. Implement additional Endpoint Detection and Response (EDR) software on all endpoints with third party monitoring;
- d. Expand penetration testing;
- e. Upgrade and add additional data backup capabilities;
- f. Implement Third party vendor Manage Detect and Respond (MDR) and Security Awareness Training;
- g. Review and improve Firewall policies;
- h. Improve software security code scanning;
- i. Implement additional secure coding program training for all developers;
- j. Install new Application Delivery Controllers (ADC) (Web Application Firewall);
- k. Upgrade directory file access monitoring; and
- l. Upgraded web portal platform.

Additionally, MRIA will maintain HITRUST certification or an equivalently recognized information risk and compliance program for a minimum of two years if MRIA continues to possess data associated with the data security incident.

5. Confirmatory Discovery: MRIA shall provide confidential, discrete, and tailored confirmatory discovery for establishing the appropriateness of the settlement terms as contemplated under Federal Rule of Civil Procedure 23(b)(1) to Plaintiffs. The confidential discovery period will begin on the execution of the Settlement Agreement between the Parties and will conclude no later than 60 days thereafter.

6. Aggregate Cap: Notwithstanding any other provision, MRIA's obligation for all payments required to be made by MRIA under this 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 outlined in Paragraph 4 of this agreement.

7. 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). All pro rata determinations required by this paragraph shall be performed by the claims administrator.

8. Claims Payments.

a. **Payments.** For all approved claims, the Claims Administrator shall provide to MRIA a list that includes the names of all approved claimants, the dollar amount and type of the claim and, if requested, the documentation that supports the claim. MRIA shall have 10 business days from the date the documentation is provided to advise the Claims Administrator and Class Counsel if MRIA disputes any approved claim. Within 15 business days of the Effective Date, MRIA shall pay into a Settlement Fund administered by the Claims Administrator an amount sufficient to pay all approved claims that are not disputed. As to any approved claim that is disputed, within 5 business days after being advised in writing that MRIA disputes the claim, the Claims Administrator shall provide to the Claims Referee all information related to the disputed claims and within 5 business days thereafter MRIA shall provide to the Claims Referee any information upon which MRIA disputes that claim. The Claims Referee shall as soon thereafter as is reasonably practicable uphold or reverse a disputed claim and advise the Claims Administrator, MRIA and Class Counsel of the Claims Referee's decision. For any disputed claim upheld by the Claims Referee, within 5 business days thereafter, or within 15 business days of the Effective Date, whichever is later, MRIA shall pay into the Settlement Fund the amount necessary for the Claims Administrator to pay that claim. MRIA shall have no obligation to pay any claim that MRIA disputes and the Claims Referee determines should not be paid. Payments will be paid to Settlement Class Members by the Claims Administrator as soon as reasonably practicable after MRIA funds payment of the approved claim in accordance with this Settlement Agreement. A copy of the claim form agreed to by the parties is attached as **Exhibit A.**

(b) Returned Checks: If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided. If a new address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and MRIA will have no further obligation to attempt to make a payment to that Settlement Class Member.

(c) Uncashed/Cancelled Checks: Checks shall be valid for 90 days from the date of issue. A Settlement Class Member whose check is uncashed after the 90-day period may request a new check for up to 6 months from the date of the original check. Upon request, the Claims Administrator will provide Class Counsel and MRIA with a report on uncashed or cancelled checks. If a check remains uncashed for more than 270 days after the original date of issuance by the Claims Administrator, those funds will be paid to a cy pres recipient selected by the Parties and approved by the Court.

9. Attorneys' Fees, Costs, and Service Awards:

(a) Attorneys' Fees and Costs: Subject to Court approval, Plaintiffs will request attorneys' fees to Class Counsel¹ in an amount not to exceed a total of \$487,500.00, inclusive of costs ("Class Counsel Payment"). Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to Exclude themselves or Object, or any other deadline set by the Court. MRIA will not oppose Plaintiffs' request for reasonable attorneys' fees and litigation costs in this amount. MRIA will pay the amount approved by the Court, that does not exceed \$487,500.00. The Class Counsel Payment was negotiated after the primary terms of the settlement were negotiated.

MRIA will pay the Court-approved Class Counsel Payment within 15 business days² of the Effective Date or the Court's Order approving this award, whichever is later, by wire transfer to the attorney trust account of Class Counsel Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, so long as the necessary documentation, including completed and executed tax reporting forms, is provided by co-Class Counsel. MRIA's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. MRIA will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the payment. Class Counsel will bear all liability, and MRIA will bear no liability (beyond the Court-approved Class Counsel Payment itself) in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

¹ Class Counsel in this matter are Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and William B. Federman of Federman & Sherwood.

² Business days exclude Saturday, Sunday and all federal holidays.

Except for the Court-approved Class Counsel Payment, Class Counsel will be responsible for all fees, costs, and expenses incurred by Plaintiffs or Class Counsel in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

(b) Service Award: MRIA agrees not to object to Plaintiffs' request for Service Awards in an amount not to exceed \$2,000.00 to each of the five named Plaintiffs for their time and effort on behalf of the Settlement Class. Class Counsel and each Plaintiff agree not to seek or accept a Service Award greater than \$2,000.00 each. Class Counsel will petition for approval of the Service Awards at least 14 days before the deadline for Settlement Class Members to exclude themselves or Object, or any other deadline set by the Court. MRIA will pay the amount approved by the Court that does not exceed \$2,000.00 per named Plaintiff. The Service Awards to named Plaintiffs were negotiated after the primary terms of the settlement were negotiated. MRIA will pay the Court-approved Service Awards within 10 business days of the Effective Date or the Court's Order approving this award, whichever is later, by check payable to "Milberg Coleman Bryson Phillips Grossman, PLLC IOLTA Account" or by wire transfer to the client trust account of Class Counsel, Milberg Coleman Bryson Phillips Grossman, PLLC IOLTA Account at Banco Popular, San Juan, Puerto Rico, so long as the necessary documentation, including completed and executed tax reporting forms, is provided by Class Counsel. MRIA's obligation for payment of any Court-approved Service Awards will be fully satisfied upon receipt of the check or wire transfer by Milberg Coleman Bryson Phillips Grossman, PLLC. Plaintiffs will bear all liability, and MRIA will bear no liability, for payment of taxes due, if any, on the Court-approved Service Awards. No interest will accrue with respect to the Court-approved Service Awards if paid in accordance with the Settlement Agreement.

10. Settlement Administration:

(a) The Parties will choose a third-party Claims Administrator ("Claims Administrator") to provide notice of the settlement to the Settlement Class and otherwise administer the settlement in accordance with this Agreement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including (i) providing the Short Form Notice, either by postcard notification of the proposed settlement to the same population as MRIA's pre-Lawsuit Data Breach notification, or by email notification when valid email addresses are available; (ii) create and host a Settlement Website, publicly accessible for at least 6 months after the Effective Date, dedicated to providing information related to this Lawsuit, including access to relevant publicly available court documents relating to this Lawsuit, the settlement and the Settlement Agreement, including the Short Form Notice (in postcard/short/email format) and Long Form Notice of the settlement (attached hereto as Exhibits B and C, respectively), and provide Settlement Class Members with the ability to submit claims and supporting documentation for compensatory relief on the Settlement Website or to download claim forms from the Settlement Website and submit the claim forms for compensatory relief with supporting documentation via first-class U.S. mail; (iii) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (iv) post notification of the proposed settlement on the Settlement Website, which notification will be retained on the Settlement Website for a period of at least 6 months after the Effective Date; (v) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (vi) processing requests for exclusion from

Settlement Class Members; (vii) within 10 days after the filing of the motion to permit issuance of notice, the Claims Administrator acting on behalf of MRIA shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b); and (viii) any other provision of the Settlement Agreement that relates to the settlement and claims administration. Upon reasonable notice, the Claims Administrator and MRIA will make available for inspection by Class Counsel information reasonably necessary for Class Counsel to confirm that the Claims Administrator and MRIA have complied with the settlement administration aspects of the Settlement Agreement.

(b) Review and Assistance: Class Counsel and MRIA will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties’ mutual desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

(c) Cost of Settlement Administration: MRIA will be responsible for the cost of settlement administration and notice, including the payment of the Claims Administrator and the Claims Referee, if needed. Except for the Court-approved Class Counsel Payment and Court-approved Service Awards, MRIA will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiffs or Class Counsel with respect to the negotiation, implementation, or administration of the settlement, or any costs incurred by any Settlement Class Member in connection with participating in, opting out of, or objecting to the settlement.

(d) Dispute Resolution: In the event of a dispute over the validity of a claim, or a dispute over the denial of a check reissuance request, Settlement Class Members shall be entitled to submit their claim to a Claims Referee. Settlement Class Members must first notify the Claims Administrator that they intend to pursue the dispute resolution process, and MRIA will have the option, at its sole discretion, to negotiate with the Settlement Class Member to attempt to resolve the dispute, provided that MRIA provides prior written notice to Class Counsel of its intent to do so. If MRIA elects not to undertake a negotiation process or the process does not resolve the dispute within 30 days from the date the Settlement Class Member notifies the Claims Administrator of the dispute, the Settlement Class Member may then submit the claim to the Claims Referee. MRIA will provide notice to Class Counsel of any claims submitted to the Claims Referee. The Claims Referee’s findings will be final and binding on both parties. MRIA will pay the Claims Referee’s fees for the dispute resolution process. Settlement Class Members and MRIA will each bear their own attorneys’ fees and any other costs of the dispute resolution process, if any. Class Counsel will have the option, but not the obligation, to participate in the dispute resolution process.

(e) In the event of a dispute over the validity of a claim, or a dispute over the denial of a check reissuance request, so that the services of a Claims Referee are required, Class Counsel and MRIA will promptly meet and confer to reach agreement on selection of a Claims Referee. If the Parties are unable to reach agreement within 3 business days, either side may ask the Court before whom this matter is filed to appoint a Claims Referee.

11. No Other Financial Obligations on MRIA: MRIA will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

RELEASE

12. Release: Upon the Effective Date, Plaintiffs named in this Settlement Agreement and Release and every Settlement Class Member (except those who timely opt-out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, fully and finally release MRIA, all subsidiary, parent and related entities, all officers, directors, shareholders, employees, agents, attorneys, insurers, successors, and persons who acted on their behalf from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the Data Incident; and (b) all other claims or causes of action that were pleaded, or that could have been pleaded based on the Data Incident and/or MRIA's response to the Data Incident in the Lawsuit. The claims released in this paragraph are referred to as the "Released Claims," and the parties released are referred to as the "Released Parties."

The five named Plaintiffs waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The five named Plaintiffs agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement.

Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

13. No Release of Unrelated Claims: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Data Incident, or any such litigation or claims pending against MRIA.

SETTLEMENT APPROVAL PROCESS

14. Preliminary Approval Order: Plaintiffs will petition the Court for a preliminary order approving the Settlement Agreement (the “Preliminary Approval Order”) promptly after the Settlement Agreement has been fully executed. A copy of the proposed Preliminary Approval Order is attached as **Exhibit D**.

15. Class Notice: Within ten (10) days after entry of the Preliminary Approval Order, MRIA will provide a class list to the Claims Administrator with the last-known names, addresses, and emails (if any) of the Settlement Class Members. Within 30 days after entry of the Preliminary Approval Order (the “Notice Deadline”), the Claims Administrator will send the Short Notice (entitled “Notice of Proposed Class Action Settlement”) (attached as **Exhibit B**) to Settlement Class Members by U.S. mail or email, if available, which notice will advise that Settlement Class Members have 90 days from the date the Short Form Notice is sent to submit a claim for compensation. The Claims Administrator will send Settlement Class Members to whom MRIA previously mailed notice of the Data Breach the above notice via U.S. mail or, if a valid email address is available, by email. Before mailing the notice, the Claims Administrator will update the Settlement Class Members address through a reliable service of the Claims Administrator’s choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. If a notice that has been emailed is returned as undeliverable, the Claims Administrator shall attempt one additional email execution, and, if not successful, the Claims Administrator shall send the notice by U.S. mail. Thirty (30) days prior to the Claims Deadline, the Claims Administrator will mail a reminder postcard to all Settlement Class Members for whom claim forms have not yet been received.

16. Right of Exclusion: Settlement Class Members who submit a timely written request for exclusion from the Settlement Class will be excluded from the Settlement Class. Only Settlement Class Members who do not submit a timely written request for exclusion from the Settlement will remain Settlement Class Members entitled to receive benefits pursuant to this Settlement Agreement. A request for exclusion must be in writing and must state the name, address, and phone number of the person seeking exclusion. Each request must also contain a signed statement to the following effect: “I request to be excluded from the Settlement Class in the MRIA lawsuit.” The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days after the Notice Deadline, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who cashes a check from MRIA or submits a valid claim form is not eligible for exclusion, and any request for exclusion will be invalid. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court. If more than two percent of the Settlement Class Members request exclusion, MRIA will have 5 business days from the date it receives written notice from the Claims Administrator of the final number of opt-outs to elect whether or not to cancel this agreement and render the settlement void and of no effect.

17. Right to Object: Any Settlement Class Member who does not submit a timely written request for exclusion from the Settlement Class may object to the settlement and may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days after the Notice Deadline, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and MRIA's counsel written objections that include: (1) the title of the case; (2) the Settlement Class Member's name, address, and telephone number; (3) all legal and factual bases for any objection; and (4) copies of any documents that the Settlement Class Member wants the Court to consider. Should the Settlement Class Member wish to appear at the Final Approval Hearing, the Settlement Class Member must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or any other judgment entered thereon shall be pursuant to appeal under the Federal Appellate Rules of Procedure and not through a collateral attack.

18. Final Judgment Order: At the final approval hearing, the parties will ask the Court to enter final judgment (the "Final Judgment and Order"). A copy of the proposed Final Judgment and Order is attached as **Exhibit E**. In the event that the Settlement Agreement is not granted final approval by the Court: (i) the Parties shall be restored to their respective positions in the Lawsuit and shall jointly request that all scheduled deadlines in the Lawsuit be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*, unless the Parties mutually agree in writing to proceed with the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, MRIA shall be obligated to pay amounts already billed or incurred for costs of notice and claims administration, and shall not, at any time, seek recovery of same from any other Party to the Lawsuit or from counsel to any other Party to the Lawsuit.

20. Finality of Judgment: The Final Judgment and Order will be deemed final, and the Effective Date will occur: (a) 30 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

MISCELLANEOUS PROVISIONS

21. Integration and Drafting: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties.

22. **Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement and provided further that any extension of more than 30 days must be approved by the Court.

23. **Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

24. **Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

25. **Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

26. **No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including but not limited to any alleged wrongdoing on the part of MRIA or the appropriateness of certification of any class. By entering into this Settlement Agreement MRIA does not admit liability or fault.

27. **Tax Consequences:** MRIA gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. MRIA will act as it determines is required by the Internal Revenue Code in reporting any settlement benefit provided pursuant to the Settlement Agreement.

28. **Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to affect the prompt consummation of the Settlement Agreement.

29. **Publicity:** The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. Notwithstanding the foregoing, the Parties may include on their websites or provide to Settlement Class Members, the notice, any signed orders from the Court regarding the settlement, and may respond to inquiries from Settlement Class Members regarding the substance of the settlement, provided however that such responses shall in no way be disparaging to a Party. MRIA may, at its

sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

30. Authority to Execute Agreement: Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

Shane White

Shane White

3/1/2023

Date:

Patricia Dean

Date:

Ahmed Ahmer

Date:

Joel Thornton

Date:

James Bruno

Date:

MEDICAL REVIEW INSTUTTE OF AMERICA, LLC

Signature

By:

Name

Title

v

Date:

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Shane White

Date:

Ahmed Ahmer

Date:

James Bruno

3/2/2023

Date:

Patricia Dean

Patricia Dean (Mar 1, 2023 09:06 CST)

Patricia Dean

Mar 1, 2023

Date:

Joel Thornton

03 / 03 / 2023

Date:

**MEDICAL REVIEW INSTITUTE OF AMERICA,
LLC**

Signature

By: Name

Title

v
Date:

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Patricia Dean

Date:

Date:


Ahmed Ahmer (Mar 13, 2023 16:43 EDT)
Ahmed Ahmer

Joel Thornton

Mar 13, 2023

Date:

Date:

James Bruno

Date:

MEDICAL REVIEW INSTUTTE OF AMERICA, LLC

Signature

By:

Name

Title

v

Date:

sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

30. **Authority to Execute Agreement:** Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

Shane White

Date:

Patricia Dean

Date:

Ahmed Ahmer

Date:

Joel Thornton

Date:

James Bruno

Date:

MEDICAL REVIEW INSTUTTE OF AMERICA, LLC



Signature

By: *Ron R. Sullivan*
Name

CEO

Title

v
Date: *3/15/23*

Approved as to Form by Counsel:

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Settlement Class

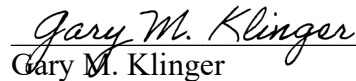


William B. Federman

Date: 3/13/2023

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC

Attorneys for Plaintiffs and the Settlement Class



Gary M. Klinger

Date: 3/15/2023

LEWIS BRISBOIS BISGAARD & SMITH, LLP

Attorneys for Medical Review Institute of America

Counsel for MRIA

Date:

Approved as to Form by Counsel:

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Settlement Class

William B. Federman

Date:

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC

Attorneys for Plaintiffs and the Settlement Class

Gary M. Klinger

Date:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

Attorneys for Medical Review Institute of America



Counsel for MRIA

Date: March 15, 2023

EXHIBIT A

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

CLAIM FORM FOR DATA BREACH SETTLEMENT

*In Re: Medical Review Institute of America, LLC, Data Breach
Litigation*
Cause No. 2:22-cv-00082

**MEDICAL
REVIEW
INSTITUTE
OF
AMERICA**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING
SERVICES AND/OR COMPENSATION FOR DOCUMENTED UNREIMBURSED LOSSES OR LOST
TIME**

GENERAL INSTRUCTIONS

If you reside in the United States and were sent a notice advising that Medical Review Institute of America, LLC (“MRIA”) discovered a Data Incident that may have involved information about you on or about November 9, 2021 (“Data Incident”), you are a member of the Settlement Class and are eligible to complete this Claim Form to request thirty (30) months of identity protection and credit monitoring service free of charge, reimbursement of documented out of pocket expenses incurred as a result of the Data Incident up to a maximum of \$700 per person, including compensation for up to 3 hours of lost time at a rate of \$20.00 per hour (for a maximum of \$60 per person), and/or for a claimant who was the victim of actual documented identity theft compensation for actual, documented and unreimbursed monetary loss caused by the Data Incident that occurred between November 9, 2021 and February 17, 2023 if the loss is not already covered by available credit monitoring insurance and identity theft insurance up to a total of \$5,000 per person..

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically *via* the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Medical Review Institute of America, LLC Claims Administrator
Claims Administrator mailing address

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR MEDICAL REVIEW INSTITUTE OF
AMERICA, LLC DATA BREACH SETTLEMENT**

*In re: Medical Review Institute of America, LLC Data Breach
Litigation*

Cause No. 2:22-cv-00082

**MEDICAL
REVIEW
INSTITUTE
OF
AMERICA**

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

- ☐ Check this box to certify that you reside in the United States and received a notice of the Data Incident that MRIA discovered on or about November 9, 2021.

Enter the Notice ID Number provided on your Notice or the last four digits of your Social Security Number:

Notice ID Number

Social Security Number (last four digits only)

III. IDENTITY THEFT PROTECTION

- ☐ Check this box if you wish to receive thirty (30) months of free identity protection and credit monitoring service.

IV. COMPENSATION FOR OUT-OF-POCKET LOSSES AND LOST TIME

All members of the Settlement Class who submit a valid and timely claim will be reimbursed for documented out of pocket expenses incurred as a result of the Data Incident, up to a maximum of \$700 per person.

A. Documented Out-of-Pocket Losses

Description of the Documented Out-of-Pocket Expense	Date of Expense	Dollar amount	Documentation that supports each claim-attached

You must provide documentation for each claimed out-of-pocket expense listed above.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR MEDICAL REVIEW INSTITUTE OF
AMERICA, LLC DATA BREACH SETTLEMENT**

*In re: Medical Review Institute of America, LLC Data Breach
Litigation*
Cause No. 2:22-cv-00082

**MEDICAL
REVIEW
INSTITUTE
OF
AMERICA**

B. Compensation for Lost Time responding to issues raised by the Data Incident

You may also claim compensation for up to 3 hours of lost time, at \$20 per hour. Lost time may be claimed with an attestation that the claimed time was spent 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.

Hours claimed (up to 3 hours) ☐ 1 Hour (\$20) ☐ 2 Hours (\$40) ☐ 3 Hours (\$60)

☐ I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident.

Documentation is not required to claim lost time – only the attestation above.

V. COMPENSATION FOR EXTRAORDINARY LOSSES FOR VICTIMS OF ACTUAL IDENTITY THEFT

Members of the Settlement Class who submit a valid and timely claim and 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, 2011 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.

Description of the Extraordinary Loss	Date of the Loss	Dollar Amount	Documentation that supports each item- attached

You must provide documentation that you were a victim of actual identity theft and documentation for each claimed item of Extraordinary Loss

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR MEDICAL REVIEW INSTITUTE OF
AMERICA, LLC DATA BREACH SETTLEMENT**

*In re: Medical Review Institute of America, LLC Data Breach
Litigation*

Cause No. 2:22-cv-00082

**MEDICAL
REVIEW
INSTITUTE
OF
AMERICA**

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT B

**LEGAL NOTICE
ONLY TO BE OPENED
BY THE INTENDED
RECIPIENT**

*A federal court has
authorized this Notice.*

*This is not a solicitation
from a lawyer.*

Medical Review Institute of America Claims Administrator
{Claims Administrator mailing address}

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

If Medical Review Institute of America, LLC Notified You of a Data Security Incident, You May Be Eligible for a CASH PAYMENT and Other Benefits from a Class Action Settlement.
PLEASE VISIT [InsertWebsiteLink1](#) FOR MORE INFORMATION.

Why am I receiving this notice? A class action settlement in the case entitled *In re: Medical Review Institute of America, LLC, Data Breach Litigation*, Cause No. 2:22-cv-00082 in the United States District Court for the District of Utah, has been reached between plaintiffs and the defendant, Medical Review Institute of America, LLC ("MRIA"). The case concerns a cybersecurity incident discovered by MRIA on or about November 9, 2021 (the "Data Incident"). MRIA's records show it sent a notice to you about the Data Incident, which may have involved information about you.

Who's Included in the Settlement Class? The Settlement Class includes all persons residing in the United States to whom MRIA sent its notices of the Data Incident that MRIA discovered on or about November 9, 2021.

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 monetary 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. Payments are subject to an aggregate cap of \$2,600,000.

Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2023**.

What are my options? To receive payment, you must submit a Claim Form by **Month DD, 2023.** The Claim Form can be found on the website [URL](#). If you do not want to be legally bound by the Settlement, you must **opt out** of the Settlement by **Month DD, 2023**. If you want to **object** to the Settlement, you must file an objection by **Month DD, 2023**. The Long Notice available on the Settlement Website explains how to submit a Claim Form, opt out, or object.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, 2023**, to consider whether to approve the Settlement and a request for attorneys' fees and expenses for Plaintiffs' counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, visit the website.

For more information, please visit **URL** or call toll-free **XXX-XXX-XXXX**

Medical Review Institute of America Claims Administrator
{Claims Administrator Mailing Address}

EXHIBIT C

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

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

CIVIL NO. 2:22cv0082-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 [REDACTED]
[REDACTED], 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 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 [REDACTED], 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY [REDACTED], 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 [REDACTED], 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 [URL](#) or by calling [1-XXX-XXX-XXXX](#).

Further Information about this Notice and the Lawsuit

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.

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 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.

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 [URL](#).

Pro Rata Contingencies

If the aggregate amount of all payments required to be made by MRJA 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 [URL](#).

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 months of credit monitoring and/or to request compensation, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2023**. You may download or submit a Claim Form online at [URL](#).

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 [URL](#). You may also obtain a paper Claim Form by downloading it at [URL](#) or by calling the claims administrator at **1-XXX-XXX-XXXX**. 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 [URL](#) or mail them to:

Medical Review Institute of America Claims Administrator
 {Claims Administrator Mailing Address}
 {Claims Administrator City/State/Zip}

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 **Month DD, 2023** to this address:

Medical Review Institute of America Claims Administrator
 Attn: Exclusions

{Claims Administrator Mailing Address}
 {Claims Administrator City/State/Zip}

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
<p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Ste. 2100, Chicago, IL 60606</p> <p>William B. Federman FEDERMAN & SHERWOOD 10205 North Pennsylvania Ave. Oklahoma City, OK 73120</p>	<p>Jon Kardassakis Lewis Brisbois Bisgaard & Smith LLP 633 West 5th Street, Suite 4000 Los Angeles, CA 90071</p>

Objections must be filed or postmarked no later than **Month DD, 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?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2023**, at **XX:XX A.M./P.M.**, at **Court Address**. 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 **URL** 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 MRJA

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 [URL](#). You may also contact the Claims Administrator by mail, email or phone:

Mail:

Medical Review Institute of America Claims Administrator
{Claims Administrator Mailing Address}
{Claims Administrator City/State/Zip}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

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