

COMMONWEALTH OF MASSACHUSETTS

**If your personal information was accessed in a 2021 Data Breach affecting Medical Healthcare Solutions, Inc.’s network system, you may be eligible for a payment and/or credit monitoring services from a class action settlement.**

*A state court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A settlement has been reached with Medical Healthcare Solutions, Inc. (“MHS”) and McCormack Consultants, Inc. (“MCI”) relating to a cyberattack against MHS’s computer systems that occurred between October 1, 2021 and October 4, 2021 (the “Data Breach”). The computer systems affected by the Data Breach contained personal identifying information and protected health information of certain individuals. The Plaintiff claims that MHS and MCI were responsible for the Data Breach and asserts claims such as negligence, breach of express and implied contract, and unjust enrichment against MHS. MHS and MCI deny all of the claims.
- If you received a notification from MHS of the Data Breach, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides payments to people who submit valid claims for expenses and lost time relating to the Data Breach, and for credit monitoring and identity protection services. Alternately, you may forego those benefits for a cash payment estimated to be \$50.00. It also provides for equitable relief in the form of data security enhancements.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY FEBRUARY 5, 2024</b>	This is the only way you can get payment or a code for credit monitoring services.
<b>OBJECT TO THE SETTLEMENT BY JANUARY 5, 2024</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING ON FEBRUARY 8, 2024</b>	You may ask the Court for permission for you or your attorney to <i>speak</i> about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment or credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com), or call 1-888-823-2789.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court’s order granting final approval are resolved.

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## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Essex County Superior Court, Massachusetts. The case is known as *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Essex Sup. Ct.) (the “Lawsuit”). The person who filed the Lawsuit is called the Plaintiff and the entity she sued, Medical Healthcare Solutions, Inc., is called the Defendant.

### **2. What is this Lawsuit about?**

The Lawsuit claims that MHS was responsible for the Data Breach and asserts claims such as: negligence, breach of express and implied contract, and unjust enrichment. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Breach.

MHS has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolves the issues for all Class members.

### **4. Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, the Plaintiff negotiated a settlement with MHS and MCI that allows both the Plaintiff and MHS and MCI to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Class Representative and her attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that MHS or MCI did anything wrong.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am part of the Settlement?**

You are part of this Settlement as a Settlement Class Member if your personal information was accessed in the Data Breach or you previously received a notification from MHS pertaining to the Data Breach.

### **6. Are there exceptions to being included in the Settlement?**

Yes. Specifically excluded from the Settlement Class are: MHS and MCI and their respective affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

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

The Settlement will provide payments and credit monitoring services to people who submit valid claims. The Settlement also provides for equitable relief in the form of data security enhancements.

Settlement Class Members can claim (i) up to \$150 for Ordinary Loss Reimbursements (Question 8, below); (ii) Lost Time of up to 3 hours (Question 8, below); and (iii) up to \$5,000 in Extraordinary Loss Reimbursements (Question 8, below). You may submit a claim for any or all of these types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form. Settlement Class Members can also make a claim for (iv) up to 24 months of credit monitoring and identity protection services (Question 9, below).

Alternatively, Settlement Class Members can forego these benefits in exchange for a one-time Cash Payment of approximately \$50, subject to proration (Question 10, below).

## **8. What payments are available for Loss Reimbursement?**

Settlement Class Members are eligible to receive reimbursement of up to \$150 (in total) for the following categories of documented out-of-pocket expenses resulting from the Data Breach including but not limited to:

- 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, and
- gasoline for local travel.

Settlement Class Members can also receive reimbursement of fees for credit reports, credit monitoring, or other identity theft insurance products, purchased between October 4, 2021, and the date of the close of the claims period.

In addition to these reimbursements, Settlement Class Members may make a claim for up to three (3) hours of lost time spent dealing with the Data Breach, to be paid out at \$25 per hour. At least one-half hour of documented time must have been spent dealing with the Data Breach to obtain compensation for lost time.

Settlement Class Members may also make a claim for up to \$5,000 in Extraordinary Loss Reimbursements. To obtain reimbursement for Extraordinary Losses, Settlement Class Members must prove that he or she suffered a monetary loss directly arising from identity theft or other fraud perpetrated on or against the Settlement Class Member if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not the result of the Data Breach; (iii) the loss is not already covered by the “Compensation for Ordinary Losses” category; and (iv) 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 other available insurance.

Claims for Ordinary Loss Reimbursements and Extraordinary Loss Reimbursements must be supported by reasonable documentation. Claims for Lost Time must be reasonably described and supported by an attestation under penalty of perjury that the time spent was reasonably incurred dealing with the Data Breach.

## **9. What credit monitoring and identity theft protections are available?**

Settlement Class Members who submit a valid claim are eligible to enroll in a total of 24 months of credit monitoring services through Equifax Complete™ Premier. Equifax Complete™ Premier services include: real time monitoring of the credit file at all three major credit bureaus, identity theft insurance (no deductible) of one million dollars (\$1,000,000), and access to fraud resolution agents to help resolve identity thefts.

More details are provided in the Settlement Agreement, which is available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com).

## **10. What cash compensation is available?**

In lieu of the benefits described in Questions 8 and 9 above, Settlement Class Members may file a claim for a cash payment estimated at \$50. This cash payment is subject to increase or decrease by proration depending on how much money is left in the Settlement Fund after other payments are made.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

### **11. How do I get benefits from the Settlement?**

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com), where you may also submit your Claim Form online. You may also request one by mail by calling 1-888-823-2789. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **February 5, 2024** to:

MHS and MCI Data Breach Settlement Administrator  
P.O. Box 2079  
Portland, OR 97208-2079

### **12. How will claims be decided?**

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant and will specify a time within which any such additional information must be provided. If the required information is not provided within the time specified, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section VI of the Settlement Agreement, available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com).

### **13. When will I get my payment?**

The Court will hold a Final Fairness Hearing at 2:00 p.m. on **February 8, 2024** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

## REMAINING IN THE SETTLEMENT

### **14. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want a payment or credit monitoring services you must submit a Claim Form postmarked or submitted online by **February 5, 2024**.

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

If the Settlement becomes final, you will give up your right to sue MHS and MCI for the claims being resolved by this Settlement. The specific claims you are giving up against MHS and MCI are described in Section XIV of the Settlement Agreement. You will be “releasing” MHS and MCI and all related people or entities as described in Section XIV of the Settlement Agreement. The Settlement Agreement is available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

## THE LAWYERS REPRESENTING YOU

### **16. Do I have a lawyer in this case?**

Yes. The Court appointed Ben Barnow and Anthony Parkhill of Barnow and Associates, P.C., located at 205 W. Randolph St., Ste. 1630, Chicago, Illinois 60606 and David Pastor of Pastor Law Office, located at 63 Atlantic Avenue, 3<sup>rd</sup> Floor, Boston, Massachusetts 02110, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will Class Counsel be paid?**

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees in the amount of \$242,422.00 plus reasonable litigation costs and expenses. Class Counsel will also request approval of a service award of \$2,000 for the Class Representative. If approved, these amounts, as well as the costs of notice and settlement administration, will be taken from the settlement amount prior to payments made to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and MHS and MCI’s Counsel a written notice stating that you object to the Settlement in *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106.

Your objection must:

- (i) state the case name and number: *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106;
- (ii) set forth the Settlement Class Member’s full name, current address, and telephone number;
- (iii) contain the Settlement Class Member’s original signature;
- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection; and
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

Your objection must be filed with the Clerk of the Essex County Superior Court, 56 Federal Street, Salem, Massachusetts 01970, and served upon Class Counsel and MHS and MCI’s Counsel at the addresses below no later than **January 5, 2024**.

CLASS COUNSEL	MHS AND MCI’S COUNSEL
<p style="text-align: center;">Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St., Suite 1630 Chicago, Illinois 60606</p>	<p style="text-align: center;">David A. Carney Baker &amp; Hostetler, LLP 127 Public Square, Suite 2000 Cleveland, Ohio 44114</p> <p style="text-align: center;">Kenneth B. Walton Lewis Brisbois Bisgaard &amp; Smith, LLP One International Place, Suite 350 Boston, Massachusetts 02110</p>

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and MHS and MCI’s Counsel) by the Objection Deadline.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

If you fail to timely file and serve an Objection and notice, if applicable, of your intent to appear at the Final Approval Hearing in person or through counsel, you will not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

## THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Final Fairness Hearing at 2:00 p.m. on **February 8, 2024**, in the Essex County Superior Court, Courtroom 2, 43 Appleton Way, Lawrence, Massachusetts 01841. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

### **20. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

### **21. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 18 above.

## IF YOU DO NOTHING

### **22. What happens if I do nothing?**

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against MHS and MCI or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### **23. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com), or by writing to the MHS and MCI Settlement Administrator, P.O. Box 2079, Portland, OR 97208-2079.

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

Go to [www.MHSClassSettlement.com](http://www.MHSClassSettlement.com), call 1-888-823-2789, or write to the MHS and MCI Settlement Administrator, P.O. Box 2079, Portland, OR 97208-2079.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the Settlement or the Lawsuit.***