

**STATE OF MINNESOTA
COUNTY OF STEELE**

**DISTRICT COURT
THIRD JUDICIAL DISTRICT**

Payscence Carr, on behalf of herself
individually and all others similarly situated,

Case Type: Contract;
MN Gov't Data Practices Act

Plaintiff,

Court File No.: 74-CV-21-632

v.

South Country Health Alliance, a Joint
Powers Board,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

TABLE OF CONTENTS

| | | |
|----------|---|----------|
| 1 | Recitals | 5 |
| | 1.1 Defendant Experiences a Data Breach..... | 5 |
| | 1.2 Defendant Gives Notice of the Data Incident and Offers Credit Monitoring at No Cost. | 5 |
| | 1.3 Plaintiff Sues Defendant in District Court over the Data Incident. | 5 |
| | 1.4 The Parties Agree to Mediate and Subsequently Reach an Agreement in Principle to Settle the Action..... | 5 |
| | 1.5 The Parties Negotiate the Detailed Terms of this Settlement Agreement. | 6 |
| | 1.6 Defendant Denies Liability. | 6 |
| | 1.7 Plaintiff Denies Defenses..... | 6 |
| | 1.8 Opinion of Class Counsel. | 6 |
| 2 | Definitions | 6 |
| | 2.1 Action..... | 6 |
| | 2.2 Claim Form. | 6 |
| | 2.3 Class Counsel..... | 6 |
| | 2.4 Class Member. | 6 |
| | 2.5 Class Member List. | 7 |
| | 2.6 Class Representative. | 7 |
| | 2.7 Court. | 7 |
| | 2.8 Data Breach..... | 7 |
| | 2.9 Defendant..... | 7 |
| | 2.10 Defendant’s Counsel..... | 7 |
| | 2.11 Detailed Notice. | 7 |
| | 2.12 Final Approval Hearing. | 7 |
| | 2.13 Final Approval Order..... | 7 |
| | 2.14 Lost Time..... | 7 |
| | 2.15 Notice Declaration. | 8 |
| | 2.16 Economic Losses. | 8 |
| | 2.17 Preliminary Approval Order. | 8 |
| | 2.18 Settlement Administrator..... | 8 |
| | 2.19 Settlement Class..... | 8 |
| | 2.20 Settlement Website. | 8 |
| | 2.21 Summary Notice. | 8 |
| 3 | Dates and Deadlines | 9 |

| | | |
|----------|--|-----------|
| 3.1 | Date of Execution. | 9 |
| 3.2 | Deadline to File Motion for Preliminary Approval. | 9 |
| 3.3 | Deadline to Provide Administrator Class Member List..... | 9 |
| 3.4 | Deadline to Send Notice. | 9 |
| 3.5 | Deadline to File Motion for Fees, Expenses, and Service Awards..... | 9 |
| 3.6 | Deadline to Object. | 9 |
| 3.7 | Deadline to Opt-Out..... | 9 |
| 3.8 | Deadline to Submit Claim Form. | 9 |
| 3.9 | Deadline to Prepare Notice Declaration. | 9 |
| 3.10 | Deadline to Terminate Agreement..... | 9 |
| 3.11 | Deadline to File Motion for Final Approval. | 9 |
| 3.12 | Effective Date. | 9 |
| 3.13 | Deadline to Pay Fees, Expenses, and Service Award..... | 10 |
| 3.14 | Deadline to Determine Economic Loss Claims. | 10 |
| 3.15 | Deadline to Pay Claims..... | 10 |
| 3.16 | Date Settlement Checks Expire. | 10 |
| 4 | Benefits of the Settlement to Class Members | 10 |
| 4.1 | Defendant to Pay Valid Claims for Economic Losses..... | 10 |
| 4.2 | Defendant to Pay Into Fee and Expense Fund for Settlement Notice and Administration Costs and Approved Attorneys' Fees. | 10 |
| 4.3 | Defendant to Pay for Settlement Notice and Administration Costs. | 11 |
| 4.4 | Defendant to Pay Approved Attorneys' Fees, Expenses, and Service Awards.... | 11 |
| 5 | Claims Processing and Provision of Settlement Benefits | 11 |
| 5.1 | Settlement Administrator's Duties and Discretion in Processing Claims. | 11 |
| 5.2 | Processing of Claims for Economic Losses..... | 11 |
| 5.3 | Processing Deficient Claims and Opportunity to Cure..... | 12 |
| 5.4 | No Liability for Settlement Administrator..... | 12 |
| 6 | Releases | 12 |
| 6.1 | Class Members' Release..... | 12 |
| 6.2 | Waiver of California Civil Code § 1542 and Similar Laws..... | 13 |
| 6.3 | Defendant's Release..... | 13 |
| 7 | Procedure for Court Approval of Settlement..... | 13 |
| 7.1 | Stipulation to Certification of the Settlement Class and Appointment of Class Representative and Class Counsel for Purposes of Settlement Only..... | 13 |
| 7.2 | Preliminary Approval of the Settlement by the Court. | 14 |

7.3 Notice to the Settlement Class of the Preliminarily Approved Settlement..... 14

7.4 Posting of the Motion for Attorneys’ Fees, Expenses, and Service Award..... 14

7.5 Right of Members of the Settlement Class to Opt Out. 14

7.6 Right of Class Members to Object..... 14

7.7 Settlement Administrator’s Report on Notice, Opt-Outs, and Objections..... 15

7.8 Defendant’s Right to Terminate Based on Opt-Outs..... 15

7.9 Motion for Final Approval..... 15

7.10 Final Approval Hearing. 15

8 Miscellaneous Provisions..... 15

8.1 Individual Tax Responsibility..... 15

8.2 Further Steps; Cooperation. 15

8.3 Effect of Termination or Failure of Effective Date to Occur..... 16

8.4 Integration Clause. 16

8.5 Execution Electronically and in Counterparts. 16

8.6 No Construction Against the Drafter. 16

8.7 Choice of Law, Forum, and Stipulation to Jurisdiction. 16

8.8 Court Approval. 17

9 Signatures 17

SCHEDULE OF EXHIBITS

Exhibit A — Claim Form

Exhibit B — Detailed Notice

Exhibit C — Final Approval Order

Exhibit D — Preliminary Approval Order

Exhibit E — Summary Notice

AGREEMENT

Plaintiff, Payshence Carr, individually and on behalf of all others similarly situated, and Defendant, South Country Health Alliance, a Joint Powers Board (“Defendant” or “SCHA”) (collectively, the “Parties”) subject to court approval, enter into the following Settlement Agreement:

1 RECITALS

1.1 Defendant Experiences a Data Breach.

On September 14, 2020, Defendant discovered that on or about June 25, 2020, SCHA had experienced a Data Breach¹ in which an unauthorized individual may have infiltrated one of its employee's email accounts. Plaintiff alleges that the Data Breach involved a compromise of the personally identifiable information and/or personal health information of Defendant's members, including their names, Social Security numbers, addresses, Medicare and Medicaid numbers, health insurance information, diagnostic or treatment information, dates of death (if applicable), provider name and treatment cost information.

1.2 Defendant Gives Notice of the Data Incident and Offers Credit Monitoring at No Cost.

Beginning on December 30, 2020, Defendant notified Plaintiff and others potentially impacted by the Data Breach. Defendant offered the impacted persons, including Plaintiff, the option to enroll, at no cost, in credit monitoring and identity protection services.

1.3 Plaintiff Sues Defendant in District Court over the Data Incident.

On April 29, 2021, Plaintiff Justin Hiatt filed his Class Action Complaint in Minnesota state court, in the District Court for Steele County, No. 74-CV-21-632. Plaintiff alleged that he and similarly situated persons were damaged by Defendant's failure to abide by best practices and industry standards concerning the security of its computer and email systems resulting in the compromise of Plaintiff's and the proposed Class Members' Personal Health Information. Plaintiff asserted causes of action for breach of contract, promissory estoppel, and for violation of the Minnesota Government Data Practices Act Minn. Stat. §§ 13.01, *et seq.* (“MGDPA”). In the Complaint, Plaintiff sought an order certifying the action as a class action, and judgment of monetary damages, as well as injunctive and declaratory relief. The Complaint has been amended to substitute Payshence Carr as Plaintiff.

1.4 The Parties Agree to Mediate and Subsequently Reach an Agreement in Principle to Settle the Action.

In February 2022, the Parties agreed to a mediation with Wayne R. Andersen, JAMS, which was held on March 1, 2022. The Parties were not able to settle this case at mediation, but continued negotiations thereafter. In November 2022, the Parties reached an agreement in principle as to the substantive relief for the proposed class prior to the negotiation of attorneys' fees and a class representative service award, and subsequently reached a supplemental agreement in principle as to attorneys' fees and a class representative service award.

¹ Capitalized terms in this Settlement Agreement are defined below in Sections 2 and 3.

1.5 The Parties Negotiate the Detailed Terms of this Settlement Agreement.

Following the Parties' agreements in principle, the Parties engaged in negotiations over the detailed terms of this Settlement Agreement.

1.6 Defendant Denies Liability.

By entering into this Settlement Agreement, Defendant does not concede or admit, and expressly denies, any liability based on the allegations and claims made in the Action. Defendant is entering into this Settlement Agreement solely to eliminate the uncertainties, burdens, and expenses of protracted litigation and to obtain a final resolution as provided by the releases contained in this Settlement Agreement.

1.7 Plaintiff Denies Defenses.

By entering into this Settlement Agreement, Plaintiff does not concede, and expressly denies, that his claims in the Action lack merit or are subject to any defenses. Plaintiff is entering into this Settlement Agreement solely to eliminate the uncertainties, burdens, and expenses of protracted litigation and to liquidate the claims and obtain relief.

1.8 Opinion of Class Counsel.

Class Counsel believes that the proposed settlement set forth in this Settlement Agreement is a fair, reasonable, and adequate compromise of the claims in the Action, particularly considering the risks, uncertainties, and delays inherent in complex litigation.

2 DEFINITIONS

2.1 Action.

“Action” means *Payshence Carr v. South Country Health Alliance, a Joint Powers Board*, Court File No.: 74-CV-21-632 (Steele Co. Dist. Ct., Third Jud. Dist.).

2.2 Claim Form.

“Claim Form” means the claim form, in substantially the form attached as Exhibit A and as converted into an online form on the Settlement Website, approved by the Court.

2.3 Class Counsel.

“Class Counsel” means the law firms of Branstetter, Stranch & Jennings, PLLC, Cohen & Malad, LLP, Linville Johnson, PLLC, and Hellmuth & Johnson, PLLC

2.4 Class Member.

“Class Member” means any person who is a member of the Settlement Class and who has not submitted a timely request to be excluded pursuant to Section 7.5.

2.5 Class Member List.

“Class Member List” means the list containing the name and last-known address of each member of the Settlement Class, as reasonably determined from Defendant’s records.

2.6 Class Representative.

“Class Representative” means Payshence Carr.

2.7 Court.

“Court” means the Third Judicial District Court for Steele County, State of Minnesota.

2.8 Data Breach.

“Data Breach” means the incident described above in Section 1.1 and of which Defendant gave notice as described in Section 1.2.

2.9 Defendant.

“Defendant” means South Country Health Alliance, a Joint Powers Board, and each of its subsidiaries, affiliates, parents, and employees.

2.10 Defendant’s Counsel.

“Defendant’s Counsel” means the law firm(s) of Zelle, LLP, and Smith, Tollefson, Rahrlick & Cass.

2.11 Detailed Notice.

“Detailed Notice” means the proposed detailed notice, in substantially the form of Exhibit B, upon approval by the Court.

2.12 Final Approval Hearing.

“Final Approval Hearing” means the hearing that the Court will conduct to consider whether to grant final approval to this Settlement Agreement.

2.13 Final Approval Order.

“Final Approval Order” means the order, substantially in the form of Exhibit C, once it is entered by the Court granting final approval to this Settlement Agreement.

2.14 Lost Time.

“Lost Time” means time a Class Member spent dealing with the Data Breach, such as, for example, time spent freezing credit reports, obtaining credit monitoring, or dealing with identity theft.

2.15 Notice Declaration.

“Notice Declaration” means a sworn statement to be provided by the Settlement Administrator setting forth the details of Settlement Administrator’s administration of notice as set forth in Section 7.3 and attaching any objections or opt-outs received by the Settlement Administrator under Sections 7.5 and 7.6.

2.16 Economic Losses.

“Economic Losses” means documented, unreimbursed losses, including Lost Time, that are fairly traceable to the Data Breach. These include any of the following unreimbursed losses incurred by a Class Member: bank fees, long distance telephone charges, cell phone and data charges (if charged by usage), postage expenses, fuel expenses, parking expenses, fees to replace a card or identification (e.g., a driver’s license), and fees for additional credit reports, between June 25, 2020, and the date the Court enters the Preliminary Approval Order. Economic Losses also include any unreimbursed monetary loss suffered by a Class Member that arises from financial fraud or identity theft, that is fairly traceable to the Data Breach, and that the Class Member made reasonable efforts to avoid, mitigate, or seek other reimbursement for.

2.17 Preliminary Approval Order.

“Preliminary Approval Order” means the order, substantially in the form of Exhibit D, upon the Court granting preliminary approval to this Settlement Agreement.

2.18 Settlement Administrator.

“Settlement Administrator” means [NAME]

2.19 Settlement Class.

“Settlement Class” means all persons, approximating 15,213 persons, whose Personally Identifiable Information and/or Protected Health Information was potentially compromised, or who reported identity theft to South Country Health Alliance, in writing on or before May 15, 2023, as a result of the alleged Data Breach described in the Complaint as identified by category in Term Sheet Exhibit A, attached to this Settlement Agreement; but, not including any person who serves as, or is designated as an alternate to serve as, a member of the South Country Health Alliance Joint Powers Board, and not including any person who serves as South Country Health Alliance’s Chief Executive Officer, Chief Financial Officer, or Compliance Officer.

2.20 Settlement Website.

“Settlement Website” means the website located at [www.\[agreed on URL\].com](http://www.[agreed on URL].com).

2.21 Summary Notice.

“Summary Notice” means the proposed summary notice, in substantially the form of Exhibit E, approved by the Court.

3 DATES AND DEADLINES

The following deadlines, which are in approximate chronological order, apply throughout this Settlement Agreement. Each deadline shall be computed in accordance with Minnesota Rule of Civil Procedure 6.

| | |
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| 3.1 Date of Execution. | The first date on which this Settlement Agreement has been fully executed by all signatories. |
| 3.2 Deadline to File Motion for Preliminary Approval. | 21 days after the Date of Execution. |
| 3.3 Deadline to Provide Administrator Class Member List. | 7 days after entry of the Preliminary Approval Order. |
| 3.4 Deadline to Send Notice. | 30 days after entry of the Preliminary Approval Order. |
| 3.5 Deadline to File Motion for Fees, Expenses, and Service Awards. | 14 days after the Deadline to Send Notice. |
| 3.6 Deadline to Object. | 30 days after the Deadline to Send Notice. |
| 3.7 Deadline to Opt-Out. | 30 days after the Deadline to Send Notice. |
| 3.8 Deadline to Submit Claim Form. | 1 year after final approval of the Settlement by the Court |
| 3.9 Deadline to Prepare Notice Declaration. | 7 days after the Deadline to Opt-Out. |
| 3.10 Deadline to Terminate Agreement. | 5 business days after the Deadline to Prepare Notice Declaration. |
| 3.11 Deadline to File Motion for Final Approval. | 14 days before the date of the Final Approval Hearing. |
| 3.12 Effective Date. | 30 days after the entry of the Final Approval Order, provided no Class Member objects to this Settlement Agreement. If a Class Member objects to this Settlement Agreement, then the Effective Date shall be the later of: (1) 30 days after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if appeals are taken |

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| | from the Final Approval Order, then 30 days after an appellate court ruling affirming the Final Approval Order and expiration of all further deadlines to seek further review, or of dismissal of the appeal. |
| 3.13 Deadline to Pay Fees, Expenses, and Service Award. | 30 days after the Effective Date. |
| 3.14 Deadline to Determine Economic Loss Claims. | 30 days after the Deadline to Submit Claim Form. |
| 3.15 Deadline to Pay Claims. | 30 days after the Deadline to Determine Economic Loss Claims |
| 3.16 Date Settlement Checks Expire. | 120 days after the Deadline to Pay Claims. |

4 BENEFITS OF THE SETTLEMENT TO CLASS MEMBERS

In consideration for the releases provided in this Settlement Agreement, Defendant will provide the benefits and payments listed in this Section to Class Members. A Class Member may claim all of the benefits to which the Class Member has a valid claim under this Section.

4.1 Defendant to Pay Valid Claims for Economic Losses.

Defendant will pay all valid claims of Class Members for Economic Losses, up to an aggregate total not to exceed \$300,000.00 for all Class Members, and subject to the following per Class Member limits: Defendant will pay Economic Losses up to \$2,500.00 per Class Member.

If the total amount of valid claims for Economic Losses for all Class Members exceeds \$300,000.00, the payment due to each Class Member with a valid claim will be reduced on a pro rata basis. In no event shall Defendant be liable to pay more than \$300,000.00 for valid claims for Economic Losses.

A Class Member may claim this benefit by submitting a completed Claim Form to the Settlement Administrator postmarked no later than the Deadline to Submit Claims or by submitting such a request online by that deadline through the Settlement Website. The claim will be processed and benefits distributed as set forth in Section 5.2.

4.2 Defendant to Pay Into Fee and Expense Fund for Settlement Notice and Administration Costs and Approved Attorneys' Fees.

Defendant will pay the amount of \$200,000.00 to a "Fee and Expense Fund" within 30 days of the Date of Execution of the Settlement Agreement to be held by the Settlement Administrator, subject to Court supervision, to be used for the payment of Class Counsel's

approved attorneys' fees and expenses, the costs of notice and administration of the settlement, and the Class Representative service award, subject to Court approval.

If the settlement class is not finally approved, the Settlement Administrator will return to Defendant the payment made into the Fee and Expense Fund.

4.3 Defendant to Pay for Settlement Notice and Administration Costs.

All costs and expenses of settlement notice and administration will be paid out of the Fee and Expense Fund, including, but not limited to, the expense of the Settlement Administrator, the expense of preparing the Class Member List, and all expenses involved in providing notice to the members of the Settlement Class and distributing the benefits of the settlement to Class Members, not to exceed \$200,000.00 including the amounts specified in this Paragraph and in Paragraph 4.4.

4.4 Defendant to Pay Approved Attorneys' Fees, Expenses, and Service Awards.

Out of the Fee and Expense Fund, Class Counsel will be paid attorneys' fees and expenses approved by the Court in an amount not to exceed \$200,000.00 and will pay a service award approved by the Court in an amount not to exceed \$1,500.00 to the Class Representative. Defendant will make these payments no later than Deadline to Pay Fees, Expenses, and Service Awards. In no event will the costs of settlement notice, administration, attorneys' fees and expenses, and a service award to the Class Representative exceed the Fee and Expense Fund of \$200,000.00.

5 CLAIMS PROCESSING AND PROVISION OF SETTLEMENT BENEFITS

5.1 Settlement Administrator's Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of this Settlement Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 5.3 to allow the Class Member a chance to cure the deficiency.

5.2 Processing of Claims for Economic Losses.

A claim for Economic Losses will be valid so long as: (i) the claim is submitted by a Class Member; (ii) the information required to process the claim has been completed; (iii) the original claim has been submitted on or before the Deadline to Submit Claims; and (iv) the claim is supported by documentation sufficient to show the Economic Losses were fairly traceable to the Data Breach. In determining whether Economic Losses are fairly traceable to the Data Breach, the Settlement Administrator must consider: (i) whether the timing of the loss occurred on or after the date of the Data Breach, June 25, 2020; and (ii) whether the information used to commit identity theft or fraud consisted of the type of information that was potentially compromised for that Class

Member in the Data Breach, if applicable.

On or before the Deadline to Determine Economic Loss Claims, the Settlement Administrator must determine the total amount of valid claims for Economic Losses, and must report that amount to the Defendant. On or before the Deadline to Pay Claims, the Settlement Administrator must send a check to each Class Member for the total amount of valid claims for that Class Member for Economic Losses, and Defendant shall be responsible with providing the Settlement Administrator with funds to make such payments on or before this deadline. Checks shall be valid until the Date Settlement Checks Expire. The Settlement Administrator shall return to Defendant the amount of any checks that are not cashed or deposited before the Date Settlement Checks Expire. All payments under this subsection are subject to the payment limits and reductions set forth in Section 4.

5.3 Processing Deficient Claims and Opportunity to Cure.

Prior to the Deadline to Determine Economic Loss Claims, if the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information prior to the Deadline to Determine Economic Loss Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

5.4 No Liability for Settlement Administrator.

Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement.

6 RELEASES

6.1 Class Members' Release.

As of the Effective Date, the Class Representative and all Class Members shall be deemed to have fully and irrevocably released and forever discharged Defendant, and its member counties, and its parents, and each of its and their respective representatives, officers, agents, directors, affiliates, employees, insurers, attorneys, predecessors, successors and assigns, from all rights, claims, damages, and liabilities that were or could have been asserted in the Action relating to the Data Breach.

As of the date of the Final Approval Order, Class Representative and each Class Member, individually or together, and each and every one of their former, present, or future agents, predecessors, successors, heirs, legatees, executors, administrators, insurers, assigns, trustees, spouses, and domestic partners ("Class Releasers") releases and fully discharges Defendant, and

each of its former, present, or future member counties, parents, and each of its and their respective representatives, officers, agents, directors, affiliates, employees, insurers, attorneys, predecessors, successors, assigns, and attorneys (“Class Releasees”) from any and all past and/or present claims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, whether class, individual, or otherwise in nature, including, without limitation, those known or unknown or capable of being known; those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time; those which are foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, and/or contingent or non-contingent; and those which are accrued, unaccrued, matured or not matured, under the laws of any jurisdiction, which they, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, arising from, related to, or in any way involving the Data Breach (the “Class Released Claims”).

6.2 Waiver of California Civil Code § 1542 and Similar Laws.

In addition, the Class Releasers expressly understand and acknowledge, and Class Representative and Class Members will be deemed by the Final Approval Order to acknowledge and waive all provisions, rights, and benefits conferred (a) by Section 1542 of the Civil Code of the State of California, which reads:

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

(b) by any law of any and all equivalent, similar, or comparable federal or state rules, regulations, laws, or principles of law of any other jurisdiction that may be applicable herein.

6.3 Defendant’s Release.

As of the Effective Date, Defendant shall be deemed to have fully and irrevocably released and forever discharged the Class Representative and Class Counsel from all rights, claims, damages, and liabilities relating to the filing and prosecution of the Action. This release does not in any way change or discharge any financial or contractual obligations that Plaintiff or Class Members might otherwise have to Defendant.

7 PROCEDURE FOR COURT APPROVAL OF SETTLEMENT

7.1 Stipulation to Certification of the Settlement Class and Appointment of Class Representative and Class Counsel for Purposes of Settlement Only.

Subject to Section 8.2, and for purposes of settlement only, the Parties agree that the Settlement Class meets all of the requirements for class certification under Minn.R.Civ.P. 23.01 and 23.02, that the Class Representative should be appointed as representative of the Settlement Class, and that Class Counsel should be appointed as counsel for the Settlement Class. Subject to Section 8.2, and for purposes of settlement only, Defendant will not oppose certification of the

Settlement Class and appointment of Class Counsel and the Class Representative.

7.2 Preliminary Approval of the Settlement by the Court.

On or before the Deadline to File Motion for Preliminary Approval, the Class Representative must move the Court to enter the Preliminary Approval Order, and Defendant will not oppose that motion.

7.3 Notice to the Settlement Class of the Preliminarily Approved Settlement.

On or before the Deadline to Prepare Class Member List, Defendant must provide the Settlement Administrator with the Class Member List, which includes approximately 15,213 individuals.

On or before the Deadline to Send Notice, the Settlement Administrator must activate the Settlement Website, post the Detailed Notice to the Settlement Website, and mail the Summary Notice to each person listed on the Class Member List by postcard notice to each Settlement Class Member for whom Defendant or the Settlement Administrator can ascertain a mailing address with reasonable effort. If any Summary Notice is returned as undeliverable, the Settlement Administrator must forward the returned Summary Notice to the forwarding address provided or, if no forwarded address is provided, must attempt to locate the correct address through a reasonable search and must forward the Summary Notice to the address, if any, obtained from the search.

7.4 Posting of the Motion for Attorneys' Fees, Expenses, and Service Award.

On or before the Deadline to File Motion for Fees, Expenses, and Service Award, the Class Representative must file any motion requesting payment of attorneys' fees, expenses, and service award, to be heard at the Final Approval Hearing, and the Class Representative must promptly forward the motion to the Settlement Administrator for posting to the Settlement Website.

7.5 Right of Members of the Settlement Class to Opt Out.

Any prospective Settlement Class Member may exclude that person's self from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion. A person may only request exclusion on an individual basis and so-called "mass" or "class" opt-outs shall not be allowed and shall be of no force or effect. All requests to be excluded must be postmarked no later than the Deadline to Opt-Out, must contain the person's name and address, must be signed by the person, and must state in substance that the person requests to opt out or be excluded from the settlement. Upon receipt of any request to opt-out of the settlement, the Settlement Administrator must promptly forward the opt-out request to Class Counsel and Defendant's Counsel.

7.6 Right of Class Members to Object.

Any Class Member may object to approval of the Settlement Agreement, or any part of it, by mailing a written objection to the Settlement Administrator, and filing such objection with the Court. All objections must be postmarked and filed no later than the Deadline to Object and must include a written statement setting forth all of the bases for the objection, accompanied by any

evidence that the Class Member intends to offer in support of the objection. If the objecting Class Member intends to appear at the Final Approval Hearing, the objection must state that intention and whether the Class Member will appear pro se or by counsel, along with contact information for any counsel. Any counsel who wishes to speak at the Final Approval Hearing must be duly admitted to the Court and must file an appearance in accordance with the applicable Court rules. Upon receipt of any objection to the Settlement, the Settlement Administrator must promptly forward the objection to Class Counsel and Defendant's Counsel.

7.7 Settlement Administrator's Report on Notice, Opt-Outs, and Objections.

On or before the Deadline to Prepare Notice Declaration, the Settlement Administrator must provide Class Counsel and Defendant's Counsel with the Notice Declaration.

7.8 Defendant's Right to Terminate Based on Opt-Outs.

If the number of persons who submit timely request to opt out under Section 7.5 meets or exceeds 10% of the total number of persons in the Settlement Class, Defendant may, at its sole discretion, terminate this Settlement Agreement by sending notice of termination to Class Counsel by the Deadline to Terminate Agreement.

7.9 Motion for Final Approval.

On or before the Deadline to File Motion for Final Approval, the Class Representative must file a motion requesting that the Court grant final approval to the Settlement by entering the Final Approval Order. The motion must include the Settlement Administrator's Notice Declaration, along with arguments in response to any objection to the Settlement that have been received.

7.10 Final Approval Hearing.

At the final approval hearing, Class Counsel shall seek entry of the Final Approval Order and Judgment, which shall be approved as to form and content by Defendant prior to submission by Class Counsel.

8 MISCELLANEOUS PROVISIONS

8.1 Individual Tax Responsibility.

Defendant and its counsel have made no representation or warranty with respect to the tax treatment by the Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement. The Class Representative and each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds pursuant to this Agreement.

8.2 Further Steps; Cooperation.

The Parties agree to undertake further required steps to effectuate the purpose and intent of this Settlement Agreement, including: (i) to cooperate to the extent appropriate or reasonably necessary to effect and implement the terms and conditions of the Settlement Agreement and to

exercise their best efforts to accomplish the foregoing. Class Representative and Class Counsel shall each provide a Form W-9 to Defendant, its insurer(s) and the Settlement Administrator prior to receiving the payments set forth in Section 4.4.

8.3 Effect of Termination or Failure of Effective Date to Occur.

If this Settlement Agreement is terminated under Section 7.8, if the Settlement Agreement is rejected by the Court or on appeal such that the Effective Date will not occur, or if the Settlement Agreement for any other reason is rendered void, then: (i) no act, statement, or filing in furtherance of this Settlement Agreement may be used to support or oppose the certification of any class in the lawsuit; (ii) all the Parties to this Settlement Agreement will be returned to the same position in the lawsuit that they were in on the day before the Date of Execution; (iii) the Settlement Class shall be decertified; and (iv) Defendant will be entitled to object to certification of any class in this Action.

8.4 Integration Clause.

This Settlement Agreement, and all exhibits to it, constitute the entire agreement between the Parties and can be modified only in writing, and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of this Settlement Agreement. The Settlement Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Settlement Agreement has been made to the Parties. The terms of this Settlement Agreement, and all exhibits to it, are binding upon and inure to the benefit of each of the Parties and their respective successors, heirs, and assigns.

8.5 Execution Electronically and in Counterparts.

This Settlement Agreement may be executed in counterparts, and each counterpart, when executed, is deemed to be an original. This Settlement Agreement may be executed via electronic signature (e.g., by DocuSign).

8.6 No Construction Against the Drafter.

Each party has participated in negotiating and drafting this agreement through counsel as a result of arms-length negotiations, so if an ambiguity or question of intent or interpretation arises, this Settlement Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party. Further, each party represents that they have each read this Settlement Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Settlement Agreement.

8.7 Choice of Law, Forum, and Stipulation to Jurisdiction.

This Settlement Agreement, and all exhibits to it, will be governed by the laws of the State of Minnesota, and the Parties to this Settlement Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this Settlement

Agreement. All proceedings relating to the administration, interpretation, and enforcement of this Settlement Agreement and related documents must be brought in the Court.

8.8 Court Approval.

This Settlement Agreement requires Court approval to become effective.

9 SIGNATURES

By: DocuSigned by:
Payshence Carr
23885971C19242A...

South Country Health Alliance, a Joint Powers Board

By: *Leta B. Lind*

Its: Plaintiff

Its: CEO

Dated: 5/24/2023 | 10:49 AM PDT

Dated: 5/22/2023

EXHIBIT A TO SETTLEMENT TERM SHEET**Number of
Potential Class****Members****Description of Class Member Data**

| | |
|------|--|
| 1 | Date of Birth and Health Insurance Information |
| 1 | Date of Birth, Diagnostic or Treatment Information, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 1 | Date of Birth, Health Insurance Information, and Treatment Cost Information |
| 1 | Date of Birth, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost |
| 1 | Diagnostic or Treatment Information, Credit Card number, Security Code, Expiration Date |
| 1 | Diagnostic or Treatment Information, Date of Birth, Provider Name, Health Insurance Information, and Treatment Cost Information |
| 566 | Diagnostic or Treatment Information, Health Insurance Information, Medicare or Medicaid Number and Treatment Cost Information |
| 104 | Diagnostic or Treatment Information, Health Insurance Information, Medicare or Medicaid Number, Date of Death and Treatment Cost Information |
| 1 | Diagnostic or Treatment Information, Medicare or Medicaid Number, and Health Insurance |
| 1 | Diagnostic or Treatment Information, Medicare or Medicaid Number, Date of Death, Health Insurance |
| 44 | Diagnostic or Treatment Information, Prescription Information, and Health Insurance Information |
| 17 | Diagnostic or Treatment Information, Prescription Information, Health Insurance Information and |
| 10 | Diagnostic or Treatment Information, Prescription Information, Health Insurance Information, and |
| 1 | Diagnostic or Treatment Information, Prescription Information, Health Insurance Information, Death Date and Treatment Cost Information |
| 1 | Diagnostic or Treatment Information, Prescription Information, Health Insurance Information, Death Date, and Treatment Cost Information |
| 20 | Diagnostic or Treatment Information, Prescription Information, Medicare or Medicaid Number, and |
| 26 | Diagnostic or Treatment Information, Prescription Information, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 53 | Diagnostic or Treatment Information, Prescription Information, Provider Name |
| 112 | Diagnostic or Treatment Information, Prescription Information, Provider Name, and Health Insurance |
| 598 | Diagnostic or Treatment Information, Prescription Information, Provider Name, Health Insurance Information and Treatment Cost Information |
| 10 | Diagnostic or Treatment Information, Prescription Information, Provider Name, Health Insurance Information, Death Date, and Treatment Cost Information |
| 92 | Diagnostic or Treatment Information, Prescription Information, Provider Name, Medicare or Medicaid Number, and Health Insurance Information |
| 410 | Diagnostic or Treatment Information, Prescription Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 1 | Diagnostic or Treatment Information, Provider Name, Health Insurance Information, Date of Birth and Treatment Cost Information |
| 109 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number and Health |
| 714 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, and Health |
| 11 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Date of Death and Health Insurance Information. |
| 2 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Date of Death, and Health Insurance Information |
| 99 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Date of Death, Treatment Cost Information, and Health Insurance Information |
| 4592 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 661 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information, and Treatment Cost Information |

EXHIBIT A TO SETTLEMENT TERM SHEET

**Number of
Potential Class
Members**

Description of Class Member Data

| | |
|------|--|
| 118 | Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information, Death Date, and Treatment Cost Information |
| 1 | Driver's License Number |
| 5831 | Medicare or Medicaid Number and Health Insurance Information |
| 48 | Medicare or Medicaid Number, Date of Death, and Health Insurance Information. |
| 219 | Medicare or Medicaid Number, Health Insurance Information, and Treatment Cost Information |
| 49 | Medicare or Medicaid Number, Health Insurance Information, Date of Death and Treatment Cost |
| 13 | Provider Name, Medicare or Medicaid Number, Health Insurance Information, Date of Death, and |
| 157 | Provider Name, Medicare or Medicaid Number, Health Insurance Information, Treatment Cost |
| 993 | Social Security Number |
| 5 | Social Security Number and Date of Death |
| 289 | Social Security Number and Health Insurance Information |
| 1 | Social Security Number and Provider Number |
| 1 | Social Security Number, Date of Death, Medicare or Medicaid Number and Health Insurance |
| 32 | Social Security number, Diagnostic or Treatment Information, Health Insurance Information and |
| 1 | Social Security Number, Diagnostic or Treatment Information, Health Insurance Information, Date of Death and Treatment Cost Information |
| 11 | Social Security Number, Diagnostic or Treatment Information, Medicaid or Medicare Number, Health Insurance Information and Treatment Cost Information |
| 5 | Social Security number, Diagnostic or Treatment Information, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 1 | Social Security Number, Diagnostic or Treatment Information, Medicare or Medicaid Number, Prescription Information, and Health Insurance Information |
| 3 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, and Health |
| 1 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, Medicare or Medicaid Number, Treatment Cost Information and Health Insurance Information |
| 5 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, Provider Name, and Health Insurance Information |
| 15 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, Provider Name, Health Insurance Information and Treatment Cost Information |
| 4 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, Provider Name, Medicare or Medicaid Number, and Health Insurance Information |
| 11 | Social Security Number, Diagnostic or Treatment Information, Prescription Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 1 | Social Security Number, Diagnostic or Treatment Information, Provider Name, and Health Insurance |
| 740 | Social Security Number, Diagnostic or Treatment Information, Provider Name, Health Insurance Information and Treatment Cost Information |
| 25 | Social Security Number, Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, and Health Insurance Information |
| 1 | Social Security Number, Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Death Date, Health Insurance Information and Treatment Cost Information |
| 179 | Social Security Number, Diagnostic or Treatment Information, Provider Name, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |
| 32 | Social Security Number, Health Insurance Information and Treatment Cost Information |
| 332 | Social Security Number, Medicare or Medicaid Number, and Health Insurance Information |
| 8 | Social Security Number, Medicare or Medicaid Number, Health Insurance Information, and Treatment |
| 3 | Social Security Number, Provider Name, and Health Insurance Information |
| 4 | Social Security Number, Provider Name, Health Insurance Information and Treatment Cost Information |

EXHIBIT A TO SETTLEMENT TERM SHEET**Number of
Potential Class****Members Description of Class Member Data**

| | |
|---|---|
| 9 | Social Security Number, Provider Name, Medicare or Medicaid Number, and Health Insurance |
| 6 | Social Security Number, Provider Name, Medicare or Medicaid Number, Health Insurance Information and Treatment Cost Information |

**EXHIBIT A
(CLAIM FORM)**

| | |
|--|--|
| South Country Health Alliance Settlement Administrator P.O. Box XXXX City, ST XXXXX | ALL CLAIM FORMS MUST BE SUBMITTED NOT LATER THAN [DATE] |
|--|--|

Carr v. South Country Health Alliance,
74-CV-21-632

Third Judicial District Court for Steele County, State of Minnesota

CLAIM FORM

This claim form should be filled out online or submitted by mail if you are an individual who was notified of the Data Breach by letter from South Country Health Alliance, a Joint Powers Board, and you had out-of-pocket expenses or lost time spent dealing with the Data Breach. You may get a check if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, **[Insert Settlement Website URL]**, or call **[Insert Toll Free Settlement Number]** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked by **[DATE]**. Alternatively, you may submit a claim using the online form located on the settlement website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

1. Class Member Information.

| | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--------------------------------|--|--|--|-------|--|----------|----------------|--|--------|--|
| First Name | | | | | | | | | | | | | | | Middle Initial | | | |
| Last Name | | | | | | | | | | | | | | | | | Suffix | |
| Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number) | | | | | | | | | | | | | | | | | | |
| City | | | | | | | | | | | | State | | Zip Code | | | | |
| Current Email Address (Optional) | | | | | | | | | | | | | | | | | | |
| Current Phone Number (Required) | | | | | | | | Settlement Claim ID (Required) | | | | | | | | | | |

2. Payment of Economic Losses.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of out-of-pocket expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation as described (if you provide account statements as part of proof for any part of your claim, you may mark out any unrelated transactions if you wish).

 Economic Losses attributable to the Data Incident

Settlement Class Members may make a claim for documented Economic Losses related to the Data Incident, up to a maximum amount of \$2,500.00.

“Economic Losses” means documented, unreimbursed losses, including Lost Time, that are fairly traceable to the Data Breach. These include any of the following unreimbursed losses incurred by a Class Member: bank fees, long distance telephone charges, cell phone and data charges (if charged by usage), postage expenses, fuel expenses, parking expenses, fees to replace a card or identification (e.g., a driver’s license), and fees for additional credit reports, between June 25, 2020, and the date the Court enters the Preliminary Approval Order.

Economic Losses also include any unreimbursed monetary loss suffered by a Class Member that arises from financial fraud or identity theft, that is fairly traceable to the Data Breach, and that the Class Member made reasonable efforts to avoid, mitigate, or seek other reimbursement for.

Total amount claimed for this category: \$. (maximum \$2,500.00)

Please describe the categories of Economic Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

3. Sign and Date Your Claim Form.

I declare that the information supplied above is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information from the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

4. Reminder Checklist:

- Keep copies of the completed Claim Form and documentation for your own records.
- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement website at **[insert Settlement Website URL]** and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
- Please do not provide any sensitive documents that may contain personal information via email to the Settlement Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement website at **[insert Settlement Website URL]** and provide these documents by completing the Secure Contact Form or by mail.
- For more information, please visit the settlement website at **[insert Settlement Website URL]**, or call the Settlement Administrator at 1-XXX-XXX-XXXX. Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT B
(DETAILED NOTICE)

CARR V. SOUTH COUNTRY HEALTH ALLIANCE,
74-CV-21-632
THIRD JUDICIAL DISTRICT COURT FOR
STEELE COUNTY, STATE OF MINNESOTA

If you were a member of South Country Health Alliance, a Joint Powers Board, and received a Notice of Data Breach in or after December 2020, you could get benefits from a class action settlement.

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

The settlement provides benefits to settle claims relating to a Data Breach that occurred on or about June 25, 2020, wherein an unauthorized individual may have infiltrated one of Defendant, South Country Health Alliance's employee's email accounts. Plaintiff alleges that the Data Breach involved a compromise of the Personal Health Information of Defendant's members, including their names, Social Security numbers, addresses, Medicare and Medicaid numbers, health insurance information, diagnostic or treatment information, dates of death (if applicable), provider name and treatment cost information.

- The settlement benefits include:
 - Defendant will pay valid claims submitted for Economic Losses (up to \$2,500.00), including Lost Time, you experienced related to the Data Breach. If total valid claims exceed \$300,000.00, payments to Class Members will be reduced on a pro rata basis.
- You have the right to do nothing, submit a claim, object to the Settlement or any part of it, or opt out of the Settlement. If you do not opt out of the settlement, and final approval is granted, you will release any claims you have relating to the Data Incident as set forth in the settlement agreement.
- Your legal rights are affected, so please read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|--|--|
| SUBMIT A CLAIM | To receive any of the cash benefits available from the settlement, you must submit a claim using the Claim Form, which may be obtained online at [www.SettlementWebsite.com] or by calling [1-8XX-XXXX]. If you submit a claim, you give up the right to bring a separate lawsuit about the same issues, but you are eligible to receive any of the settlement benefits to which you have a valid claim. |
| EXCLUDE YOURSELF | If you exclude yourself from the settlement, you will get no benefits from the settlement, but you will keep the right to bring a separate lawsuit about the same issues at your own expense, if you choose. |
| OBJECT | If you object to the settlement or any part of it, you may write to the Court about your objection. If the settlement is approved you will still give up the right to bring a separate lawsuit about the same issues, and you will need to submit a claim to receive any settlement benefits. |
| DO NOTHING | If you do nothing you will give up the right to bring a separate lawsuit about the same issues, and you will not be eligible to receive any benefits of the settlement. |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Please be patient while the Court decides whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals.

WHAT THIS NOTICE CONTAINS

| | |
|---|--------|
| BASIC INFORMATION | PAGE 4 |
| 1. Why did I get this notice? | |
| 2. What is the lawsuit about? | |
| 3. Why is this a class action? | |
| 4. Why is there a settlement? | |
| WHO IS IN THE SETTLEMENT | PAGE 5 |
| 5. How do I know if I am part of the settlement? | |
| THE SETTLEMENT BENEFITS—WHAT YOU GET | PAGE 5 |
| 6. What does the settlement provide? | |
| 7. When would I get my payment? | |
| 8. What am I giving up to get a payment? | |
| EXCLUDING YOURSELF FROM THE SETTLEMENT | PAGE 6 |
| 9. How do I get out of the settlement? | |
| 10. If I don't exclude myself, can I sue later for the same thing? | |
| 11. If I exclude myself, can I get money from this settlement? | |
| THE LAWYERS REPRESENTING YOU | PAGE 7 |
| 12. Do I have a lawyer in this case? | |
| 13. How will the lawyers be paid? | |
| OBJECTING TO THE SETTLEMENT | PAGE 8 |
| 14. How do I tell the Court that I don't like the settlement? | |
| 15. What's the difference between objecting and excluding? | |
| THE COURT'S FINAL APPROVAL HEARING | PAGE 8 |
| 16. When and where will the Court decide whether to approve the settlement? | |
| 17. Do I have to come to the hearing? | |
| 18. May I speak at the hearing? | |
| IF YOU DO NOTHING | PAGE 9 |
| 19. What happens if I do nothing at all? | |
| GETTING MORE INFORMATION | PAGE 9 |
| 20. Are there more details about the settlement? | |

BASIC INFORMATION

1. Why did I get this notice?

This notice has been posted to the settlement website relating to a class action brought against Defendant, South Country Health Alliance, a Joint Powers Board, relating to a Data Breach that occurred on or about June 25, 2020, in which Plaintiff alleges involved a compromise of the the personally identifiable information and/or personal health information of Defendant's members, including their names, Social Security numbers, addresses, Medicare and Medicaid numbers, health insurance information, diagnostic or treatment information, dates of death (if applicable), provider name and treatment cost information.

The Court approved this notice because class members have a right to know about the proposed class action settlement, and about their options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, the settlement, class members' legal rights, what benefits are available, and how to claim those benefits.

The Court in charge of the case is the Third Judicial District Court for Steele County, State of Minnesota, and the case is known as *Carr v. South Country Health Alliance, a Joint Powers Board*. The person who sued is called the Plaintiff, and the company he sued is called the Defendant.

2. What is the lawsuit about?

The lawsuit claims that the Defendant failed to properly safeguard the personally identifiable information and/or personal health information that Plaintiff alleges was compromised in the Data Breach. Defendant contends that it acted in accordance with applicable law and that it has no liability or fault relating to the Data Breach.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of these people are called a Class or Class Members. This is a class action because the Court has preliminarily determined that the Settlement meets the legal requirements for resolution of a class action. Because the case is a class action, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a settlement. The Plaintiff has the duty to act in the best interests of the class as a whole and, in this case, it is his belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Class Members for at least the following reasons:

There is legal uncertainty about whether a judge or a jury will find that Defendant is legally responsible, whether this case could proceed as a class action if litigated, whether Plaintiff would be able to prove causation and damages at trial, and whether any verdict would withstand appeal, which might result in Class Members receiving no recovery, or a substantially smaller recovery than that being offered here. Even if the Plaintiff were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement provides, and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation in exchange for access to guaranteed benefits now.

While Defendant disputes Plaintiff's claims, it has agreed to settle the lawsuit to avoid the costs, distractions, and risks of litigation. Thus, even though Defendant denies that it did anything improper, it believes settlement is in the best interests of all the Parties. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

WHO IS IN THE SETTLEMENT

To see if you will get money or other benefits from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement?

If this notice is addressed to you, then you are a member of the Settlement Class, you will be a part of the settlement unless you exclude yourself. If you are not sure whether you have been properly included, you can call the number at the bottom of this notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide and how can I claim benefits?

The Settlement provides for certain benefits, and Class Members can claim all of the benefits to which they are entitled.

First, Class Members who suffered an out-of-pocket loss or lost time related to the Data Breach may submit a claim for a cash reimbursement. Defendant will pay valid claims for Economic Losses (up to \$2,500.00), including for Lost Time, that a Class Member experienced attributable to the Data Incident. These categories are explained in detail on the Claim Form. If all valid claims exceed \$300,000.00, payments will be reduced pro rata.

To receive any of the cash benefits from the settlement, you must submit a claim using the Claim Form, which may be obtained online at [\[www.SettlementWebsite.com\]](http://www.SettlementWebsite.com) or by calling **[1-8XX-XXXX]**.

In addition to these benefits, Defendant has agreed to pay for the costs of notice and settlement administration, attorneys' fees and expenses approved by the Court up to \$200,000.00, and a

service award to Plaintiff approved by the Court of up to \$1,500.00, all in addition to the other benefits described above.

7. When would I get my benefits?

The Court will hold a hearing on **[Month] [Day], 202_**, to decide whether to approve the settlement. If the Court approves the settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months and perhaps more than a year.

8. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant relating to the legal claims in *this* case. It also means that all of the Court's orders will apply to you. Once the settlement is final, your claims relating to *this* case will be released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement or the other benefits described here, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the settlement.

9. How do I get out of the settlement?

To exclude yourself from this settlement, you must send a letter by mail saying that you want to opt-out or be excluded from *Carr v. South Country Health Alliance*. The letter must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **[PARTIES TO PROVIDE DATE]** to:

Carr v. South Country Health Alliance, Exclusions
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and

barred from initiating or continuing any lawsuit or other proceeding against Defendant about the issues in this lawsuit. Remember that the exclusion deadline is **[PARTIES TO PROVIDE DATE]**.

11. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible for any money or other benefits from this settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Stranch, Jennings & Garvey, PLLC (formerly Branstetter, Stranch & Jennings, PLLC), Cohen & Malad, LLP, The Johnson Firm, and Hellmuth & Johnson, PLLC to represent you and other Class Members. Together, the 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.

13. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to \$200,000.00, and service awards to the Plaintiff for \$1,500.00, all to be paid by the Defendant, subject to Court approval, separate from, and in addition to, the benefits offered to Class Members under the Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

14. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. To object, you must send a letter to the Settlement Administrator saying that you object to the settlement, or part of it, in *Carr v. South Country Health Alliance*. To have your objection considered by the Court, you also must file your objection with the Clerk of the Court (identified below). You must state the reasons for your objection and include any evidence, briefs, motions or other materials you intend to offer in support of the objection. You must include your name, address, telephone number, your signature, and the reasons you object to the settlement, along with any materials in support of your arguments. If you intend to appear at the final approval hearing either yourself or by a lawyer, you must also state your intention to appear. You must mail the objection to the Settlement Administrator at the following address no later than **[PARTIES TO PROVIDE DATE]**:

Carr v. South Country Health Alliance,
Objections
[Notice Administrator Address 1]
[Notice Administrator Address 2]
[City], [State] [ZIP].

Steele County District Court
Third Judicial District
Steele County Courthouse
111 East Main Street
Owatonna, Minnesota 55060

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because this case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not need to attend, but you are welcome to do so, if you choose.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at [PARTIES TO PROVIDE TIME] on [PARTIES TO PROVIDE DATE] at [address of the court] (or by telephonic or videoconference if necessary, please check the Settlement Website for updates on the hearing). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 18 of this notice. The Court may also decide how much to pay Class Counsel and the Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, unless you want to. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary unless you want to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing along with your objection as set forth in paragraph 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement, but you must submit a claim to receive any benefits. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant relating to the claims brought in this case.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement on file with the Court and available on the settlement website at [INSERT]. You can also call toll free [PHONE #].

EXHIBIT C
(FINAL APPROVAL ORDER)

**STATE OF MINNESOTA
COUNTY OF STEELE**

**DISTRICT COURT
THIRD JUDICIAL DISTRICT**

Payshence Carr, on behalf of herself
individually and all others similarly situated,

Case Type: Contract;
MN Gov't Data Practices Act

Plaintiff,

Court File No.: 74-CV-21-632

v.

South Country Health Alliance, a Joint
Powers Board,

Defendant.

FINAL APPROVAL ORDER

WHEREAS, Plaintiff Class Representative, Payshence Carr, and Defendant South Country Health Alliance, a Joint Powers Board, by their respective counsel, entered into the Class Action Settlement Agreement (“Settlement”);

WHEREAS, Plaintiff applied, pursuant to Minn.R.Civ.P. 23.05, for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement;

WHEREAS, on _____, 2023, the Court entered an order preliminarily approving the Settlement, certifying the Settlement Class, approving the forms of notice of the Settlement to members of the Settlement Class, directing that appropriate notice of the Settlement be given to members of the Settlement Class, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) Class Counsel caused notice of the class action settlement to be mailed by United States First Class

Mail to all known members of the Settlement Class; and (2) the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of those persons who submitted valid requests for exclusion from the Settlement Class, if any;

WHEREAS, on _____, 202__, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

THEREFORE, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing, if any; having considered all of the files, records, and proceedings in the lawsuit, the benefits to the Class Members under the Settlement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative, Class Members, and Defendant in this case (the “Parties”).
3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.
4. The Class Representative and Class Counsel fairly and adequately represented the interests of the Class Members in connection with the Settlement.
5. The Settlement is the product of good faith, arm’s-length negotiations by the Parties

and their counsel, and the Class Members and Defendant were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to members of the Settlement Class—individual website posted and mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Due Process.

7. The Settlement is fair, reasonable, and adequate, and in the best interests of the Class, and is approved in all respects. The Court hereby directs the Class Representative, the Class Members, Class Counsel, Defendant, Defendant's counsel, and the Class Administrator to effectuate the Settlement according to its terms.

8. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for those benefits as set forth in the Settlement, and the Parties are authorized and directed to implement that distribution.

9. The Court addresses the request for approval of attorneys' fees, expenses, and a service award in connection with the final approval of the Settlement by separate order.

10. As of the Effective Date, the Class Releasors shall be deemed to have fully and irrevocably released and forever discharged Class Releasees from, related to, or in any way involving the Class Released Claims. Class Representative and all Class Members further waive all provisions, rights, and benefits conferred (a) by Section 1542 of the Civil Code of the State of California, and (b) by any law of any and all equivalent, similar, or comparable federal or state rules, regulations, laws, or principles of law of any other jurisdiction that may be applicable.

11. As of the Effective Date, Defendant shall be deemed to have fully and irrevocably released and forever discharged the Class Representative and Class Counsel from all rights, claims,

damages, and liabilities relating to the filing and prosecution of the Action. Defendant's release of Plaintiff does not in any way change or discharge any financial or contractual obligations that she or any Class Members might otherwise have to Defendant.

12. This Order is a final judgment because it disposes of all claims against all Parties to this lawsuit. The Court retains jurisdiction over the Settlement, the Parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement.

******* THIS ORDER IS EFFECTIVE UPON THE COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF THE FIRST PAGE. *******

EXHIBIT D
(PRELIMINARY APPROVAL ORDER)

**STATE OF MINNESOTA
COUNTY OF STEELE**

**DISTRICT COURT
THIRD JUDICIAL DISTRICT**

Payscence Carr, on behalf of herself
individually and all others similarly situated,

Case Type: Contract;
MN Gov't Data Practices Act

Plaintiff,

Court File No.: 74-CV-21-632

v.

South Country Health Alliance, a Joint
Powers Board,

Defendant.

PRELIMINARY APPROVAL ORDER

Plaintiff, Payscence Carr, by her counsel, has submitted a Class Action Settlement Agreement (the "Settlement") and has applied under pursuant to Minn.R.Civ.P. 23.05 for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement, (2) certifying a class for purposes of settlement, (3) approving the form and method of notice to the Settlement Class, and (4) scheduling a final approval hearing to consider final approval of the Settlement. The Court has given due consideration to the terms of the Settlement, the exhibits to the Settlement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to members of the Settlement Class and a final hearing on whether the Settlement is fair, reasonable, and adequate.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff, the members of the Settlement Class, and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that for the purposes of settlement and notice the requirements of pursuant to Minn.R.Civ.P. Rules 23.01 and 23.02 have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as there are thousands of members;
- b. There are questions of law or fact common to the Settlement Class based upon the claims raised in the lawsuit stemming from the Data Incident;
- c. The Plaintiff’s claims are typical of the claims of the Settlement Class and stem from the same Data Breach;
- d. The Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class as they have the same interests in claims relating to the Data Breach;
- e. The questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members in that the questions all relate to the Data Incident; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy as it will resolve all claims through one proceeding.

The Court therefore **CERTIFIES** the following Settlement Class:

All persons, approximating 15,213 persons, whose Personally Identifiable Information and/or Protected Health Information was potentially compromised, or who reported identity theft to South Country Health Alliance, in writing, on or before May 15, 2023, as a result of the alleged Data Breach described in the Complaint as identified by category in Term Sheet Exhibit A; but, not including any person who serves as, or is designated as an alternate to serve as, a member of the South Country Health Alliance Joint Powers Board, and not including any person who serves as South Country Health Alliance's Chief Executive Officer, Chief Financial Officer, or Compliance Officer.

The Court appoints Plaintiff as Class Representative of these Settlement Class and appoints as Class Counsel the law firms of Stranch, Jennings & Garvey, PLLC (formerly Branstetter, Stranch & Jennings, PLLC), Cohen & Malad, LLP, The Johnson Firm (formerly Linville Johnson, PLLC), and Hellmuth & Johnson, PLLC.

4. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the Parties to the Settlement and the Class Administrator to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval.

5. The proposed Summary Notice in the form attached to the Settlement, and the manner of distribution of such Notice by direct mail, are hereby approved by this Court as the best notice practicable to the Class. The proposed Detailed Notice attached to the Settlement and the manner of distribution of such by posting to the Settlement Website, is hereby approved by the Court. The form and manner of notice proposed in the Settlement complies with the requirements of due process. The Claim Form is likewise approved by the Court.

6. Pursuant to Minn.R.Civ.P. 23.05, a final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at Steele County Courthouse, 111 East Main Street. Owatonna, Minnesota 55060 (or by telephone or video conference, if necessary) at _____ .m.,

on _____, 202_, for the purpose of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses, and a service award. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

7. [NAME] is appointed as Settlement Administrator and shall cause notice to be sent to each member of the Settlement Class as set forth in the Settlement.

8. Class Members shall be afforded an opportunity to request exclusion from the Settlement. A request for exclusion must: (i) state that the member of the Settlement Class wishes to opt-out or request exclusion from the Class; (ii) contain the full name, current address, and telephone number of the person requesting exclusion; (iii) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the Deadline to Opt Out as defined in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion from the Settlement shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: "*Carr v. South Country Health Alliance*," with the case number; (iii) state the reasons for the Class Member's

objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the Class Member intends to offer in support of the objection; (v) be signed by the Class Member; (vi) state any intention to appear at the Final Approval Hearing; (vii) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than the Deadline to Object, as defined in the Settlement, to the Settlement Administrator; and (viii) be filed with the Court no later than the Deadline to Object, as defined in the Settlement.

10. Any member of the Settlement Class who does not make his or her objection known in the manner provided in the Settlement and notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before the Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with applicable rules of Court.

13. No later than the Deadline to File Motion for Final Approval, Class Counsel shall file with the Court the Settlement Administrator's sworn statement of all persons timely requesting exclusion from the Settlement, along with copies of the requests, as well as copies of all objections

received by the Settlement Administrator.

14. No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, as defined in the Settlement, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, to be considered at the Final Approval Hearing.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiff and Defendant, and all orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

******* THIS ORDER IS EFFECTIVE UPON THE COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF THE FIRST PAGE. *******

EXHIBIT E
(SUMMARY NOTICE)

Carr v. South Country Health Alliance,
74-CV-21-632
Third Judicial District Court for
Steele County, State of Minnesota

SUMMARY NOTICE

A proposed settlement has been reached in the above-entitled class action lawsuit. The lawsuit alleges that around June 25, 2020, South Country Health Alliance, a Joint Powers Board experienced a Data Breach in which an unauthorized individual infiltrated one of its employee's email accounts. Plaintiff alleges that the Data Breach involved a compromise of the personally identifiable information and/or personal health information of Defendant's members, including their names, Social Security numbers, addresses, Medicare and Medicaid numbers, health insurance information, diagnostic or treatment information, dates of death (if applicable), provider name and treatment cost information. Records indicate you are included.

Settlement Benefits. If you do not opt out of the Settlement, you may be entitled to receive Settlement benefits by submitting a Claim Form no later than [DATE], which you can obtain online at [www.SettlementWebsite.com] or by calling [1-8XX-XXXX]. If eligible, you may submit a claim for Economic Losses (\$2,500.00 max) you experienced related to the Data Breach. If valid claims exceed \$300,000.00, payments will be reduced pro rata. More information is included on the Claim Form.

Your Options. You can do nothing and claim no benefits, submit a Claim Form to claim benefits, object to the Settlement or any part of it, or opt out of the Settlement. If you do anything but opt out, you will give up the right to sue Defendant on the issues covered by the Settlement. If you opt out, you will retain the right to sue, but you will not be eligible to receive any of the benefits of the Settlement. Detailed instructions on how to make a claim, object, or opt out are available online at [www.SettlementWebsite.com] or by calling [1-8XX-XXXX]. Objections or opt out requests must be postmarked no later than [DATE].

Final Approval Hearing. The Court will hold a final approval hearing on [Month] [Day], 2022, at [HH]:[MM][a/p.m] at Steele County District Court, Steele County Courthouse, 111 East Main Street, Owatonna, Minnesota 55060.

The Court will decide at the hearing whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request for attorneys' fees and expenses not to exceed \$200,000.00 and a service award of \$1,500 to the Plaintiff, paid by Defendant in addition to the other Settlement benefits.

Need More Information? Visit [www.SettlementWebsite.com] or call [1-8XX-XXXX].