

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

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

A Minnesota court authorized this Detailed 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 Breach as set forth in the Settlement Agreement.
- Your legal rights are affected, so please read this Detailed Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM	To receive any of the Settlement benefits available from the Settlement, you must submit a claim using the Claim Form, which may be obtained online at www.southcountrysettlement.com or by calling 1-833-933-9145 . If you submit a Claim Form, 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 Form 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 Detailed 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.

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BASIC INFORMATION

1. Why did I get this Detailed Notice?

This Detailed 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 Detailed 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 Detailed 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 County of Steele, 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 Settlement 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 Settlement Class, except for those people who choose to exclude themselves from the Settlement 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 Settlement 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 the 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 receive payment 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 a Summary 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 Detailed 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 Form 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 Breach. 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.southcountrysettlement.com or by calling **1-833-933-9145**.

In addition to these Settlement 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 the Class Representative 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 Final Approval Hearing on **November 6, 2023**, 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 Settlement 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 written request for exclusion by mail saying that you want to opt-out or be excluded from *Carr v. South Country Health Alliance*. The written request must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than the Deadline to Opt-Out, **September 18, 2023** to:

Carr v. South Country Health Alliance, Exclusions
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324.

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 barred from initiating or continuing any lawsuit or other proceeding against Defendant about the issues in this lawsuit. Remember that the Deadline to Opt-Out is **September 18, 2023**.

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 an award of 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 Settlement 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 written objection 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, contain the title of the Lawsuit: "Carr v. South Country Health Alliance," with the case number 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 the Deadline to Object, **September 18, 2023**:

Carr v. South Country Health Alliance,
Objections
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

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 Final Approval 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 on **November 6, 2023 at 8:45 a.m. CT** at Steele County Courthouse, 111 East Main Street, Owatonna, Minnesota 55060 (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 Detailed 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 Form to receive any Settlement 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 Detailed Notice summarizes the proposed Settlement. More details are in the Settlement Agreement on file with the Court and available on the Settlement Website at www.southcountrysettlement.com. You can also call toll free **1-833-933-9145**