

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
T.D. v. Mercy Health, Case No. 20SL-CC05974

Notice of Class Action Settlement

A Missouri Court authorized this Notice. You have not been sued. This is not a solicitation from a lawyer.

A class action Settlement has been reached in the above lawsuit. On March 29, 2024, the Court preliminarily approved this Settlement and, by agreement of the Parties, certified this lawsuit to proceed as a class action for settlement purposes only. This Notice is to advise you of the status of the lawsuit, the terms of the proposed settlement, and your rights as to the proposed settlement. A full copy of the Settlement Agreement may be reviewed at www.mercysettlement.com. This Notice contains only a summary of it.

If you were notified by Mercy in December 2020 that a Mercy employee improperly accessed your or your child's protected health information and/or personally identifiable information (the "Incident"), then you are a member of the Settlement Class unless you timely and validly request exclusion from the Settlement Class. If you remain a member of the Settlement Class: (a) you may be entitled to compensation under a proposed Settlement if you submit a claim as set forth in this Notice; and (b) you may object to the Settlement.

This Notice discusses your legal rights and options. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		
ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class, but you will receive no payment . If the Court approves the Settlement, you will be bound by the Court's final judgment, and you will release any claims that you may have against Mercy related to the Incident.	No deadline
SUBMIT A CLAIM FORM	By submitting a Claim Form, you will receive payment of up to \$90 or up to \$300 of documented time and expenses. For more information about submitting a claim, see Question 7 below. If the Court approves the Settlement and you have submitted a valid and timely Claim Form, you will receive a payment, you will be bound by the Court's final judgment, and you will release any claims that you may have against Mercy related to the Incident.	June 10, 2024
ASK TO BE EXCLUDED	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits, and you will not release any claims that you may have against Mercy related to the Incident.	June 10, 2024
OBJECT	If you wish to object to the Settlement, you must put your objections in a written statement and send your written statement to the Clerk of the Court, the attorneys for Plaintiffs and Mercy, and the Class Administrator as set forth below. If you exclude yourself from the settlement, you cannot file an objection. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If the Court approves the settlement, you will be bound by the Court's final judgment, and you will release any claims that you may have against Mercy related to the Incident.	June 10, 2024

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because the records of Mercy Health (“Mercy”) show that you were notified by Mercy in December 2020 about the Incident. Because of this, you are a member of the Settlement Class, you may be affected by this class action Settlement, and you are entitled to receive Settlement benefits if you submit a valid Claim Form to the Claims Administrator before the deadline and the Court grants final approval of the Settlement. You also have other options as described in this Notice.

2. What is the lawsuit about?

The lawsuit claims that Mercy is liable to certain Mercy patients because one of its employees improperly accessed the protected health information and/or personally identifiable information of these Mercy patients (the “Incident”). Mercy denies that it did anything wrong.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case T.D. and Monica Gama) sue on behalf of themselves and other people who have similar claims (the “Class Members”). This lawsuit is a class action because the Court has decided that it meets the legal requirements to be a class action solely for the purposes of settlement. Because the lawsuit 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 Plaintiffs or Mercy. Instead, both sides agreed to a Settlement to avoid the cost of a trial and the risks of either side losing and ensure that the affected people receive compensation. Mercy does not in any way acknowledge, admit to, or concede any of Plaintiffs’ allegations and expressly denies any and all fault or liability for the charges alleged in the lawsuit. The parties think that the Settlement is best for everyone involved under the circumstances. The Court will evaluate the Settlement to determine whether it is fair, reasonable, and adequate before it approves the Settlement.

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

If you received this Notice addressed to you, then you are a member of the Settlement Class, and you will be a part of the Settlement unless you exclude yourself.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Mercy has agreed to create a Gross Settlement Fund of \$1,800,000 to settle this lawsuit. As discussed below, administrative expenses for the Claims Administrator, attorneys’ fees, litigation costs, and a service award to the Class Representatives will be deducted from and paid out of the Gross Settlement Fund. After these deductions, there will be a net settlement fund available for distribution to the Class Members who submit valid claims. Each Class Member who submits a valid Claim Form is eligible to choose one, but not both, of the following types of payment benefits:

Flat Payment: A Class Member may submit a claim for a payment of up to \$90.

Time and Expense Reimbursement: Alternatively, a Class Member may submit a claim for reimbursement for the time and expenses that he/she actually and reasonably incurred to address concerns of identity theft because of Mercy's notice to him/her in December 2020 about the Incident. The total amount of such reimbursement for time and expenses is limited to up to \$300. The portion of any such claim for reimbursement for time is limited to no more than five hours at \$30 per hour and must be verified by the Class Member with reasonable specificity and attestation, subject to the penalty of perjury, that he/she believes that he/she expended the time as a result of addressing concerns of identity theft because of Mercy's notice to him/her in December 2020 about the Incident. The portion of any such claim for reimbursement for expenses must be accompanied by documentation reflecting the costs incurred and the payment of the out-of-pocket expense(s) for which reimbursement is sought and must be verified by the Class Member with reasonable specificity and an attestation, subject to the penalty of perjury, that he/she believes that he/she incurred the expenses as a result of addressing concerns of identity theft because of Mercy's notice to him/her in December 2020 about the Incident.

If a Class Member submits a Valid Claim Form for both types of payment benefits, he/she will be deemed to have chosen the greater of the Flat Payment or the Time and Expense Reimbursement. The total payments to the Class Members shall not exceed the net settlement fund. If the amount of the valid and approved claims exceeds the amount of the net settlement fund, all such claims will be reduced on a pro rata basis before payment. If the amount of such claims is less than the amount of the net settlement fund, the remaining amount of the net settlement fund, after the payment of the valid and approved claims, shall revert to Mercy.

7. How and when do I receive a payment from the Settlement?

If you are an eligible Class Member and you do not exclude yourself from the Settlement, and if you wish to receive a payment from the Settlement, then you must submit a valid Claim Form by June 10, 2024. Claim Forms can be filed online at www.mercysettlement.com by June 10, 2024, mailed to the Claims Administrator, Mercy Health Settlement c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164 or e-mailed to the Claims Administrator at mercysettlement@atticusadmin.com by June 10, 2024. You may also contact the Claims Administrator toll-free at 1-800-935-5170 with any questions.

The Court will hold a hearing on June 18, 2024, at 9:00 am, to decide whether to give final approval to the Settlement. If the Court finally approves the Settlement (and there are no appeals), and if you have timely submitted a Valid Claim Form by the deadline of June 10, 2024, the Claims Administrator will issue a settlement payment to you. The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement (or whether there will be any appeals), so please be patient. After you have submitted a Valid Claim Form, you do not need to do anything further. If your address has changed, please call the number at the bottom of this Notice to report the address change.

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

Unless you exclude yourself, you remain in the Class, which means that you can't sue, continue to sue, or be part of any other lawsuit against Mercy relating to the claims that were or could have been brought in this lawsuit, and all of the Court's orders will apply to you. Once the Settlement is final, your claims relating to claims that were or could have been brought in this lawsuit will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Mercy on your own about the issues in this lawsuit, then you must take steps to get out. This is called excluding yourself from the Settlement Class (also sometimes referred to as opting out of the Settlement Class).

9. How do I get out of the Settlement?

You have the right to exclude yourself from (i.e., “opt out” of) the Settlement Class. If you exclude yourself, you will be giving up the right to receive any payment and the right to object, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Class, you must inform the Claims Administrator in writing of your name, address, and your intention to be excluded. To be valid, your exclusion statement must be signed by you and contain your name, address, and telephone number and the words: “I elect to exclude myself from the Settlement in *T.D. v. Mercy Health*.” Your exclusion statement must be submitted through the Settlement website or mailed to the Claims Administrator, Mercy Health Settlement c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164 by June 10, 2024. If you submit or mail a late request for exclusion, your exclusion request will be deemed invalid and you will remain a member of the Class and will be bound by all of the terms of the Settlement. You cannot exclude yourself by telephone or by email.

Do not submit both a Claim Form and a request for exclusion. If you submit both a Claim Form and a request for exclusion, your Claim Form will be disregarded, and you will be excluded from the Settlement Class.

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 Mercy for the claims that this Settlement resolves. If you have a pending case, speak to your lawyer in that case immediately. You must exclude yourself from this lawsuit to continue your own case.

OBJECTING TO THE SETTLEMENT

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

11. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member, you have the right to object to the Settlement if you wish. To object, you must state your objections in a written statement and mail a copy of your written statement to the following three places postmarked no later than June 10, 2024:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk of Circuit Court of St. Louis County 105 South Central Avenue, Clayton, MO 63105	Todd C. Werts Lear Werts LLP 103 Ripley Street Columbia, MO 65201	Jeffrey R. Fink Thompson Coburn LLP One US Bank Plaza Suite 2700 St. Louis, MO 63101

A copy of your objection must also be mailed or submitted through the Settlement Website to the Claims Administrator at the following address: Mercy Health Settlement c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164, www.mercysettlement.com.

Your objection must: (i) include your full name, address, and telephone number; (ii) state the case name and number of this case; (iii) include a statement of your specific objections; (iv) state all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) identify any other objections you have filed, or have had filed on your behalf, in any other class action lawsuits in the last four years; and (vi) be signed by you. If you are represented by an attorney, you must also provide the name and telephone number of your attorney.

You will not be excluded from the Settlement by filing an objection. If you exclude yourself from the Settlement or submit a Valid Claim Form, you cannot file an objection.

Any Class Member who does not timely file and serve a written objection will not be permitted to raise an objection to the settlement, except for good cause shown, and any Class Member who fails to object in the manner described above will be deemed to have waived objections to the Settlement and will be foreclosed from raising any objections.

12. What happens if I do nothing at all?

If the Court grants final approval of the Settlement, and you do nothing, then you will be bound by the Court's final judgment that will forever bar you from pursuing any claims against Mercy and the Mercy Released Parties related to the Incident and you will receive no payment from the Claims Administrator.

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Todd C. Werts of Lear Werts LLP, 103 Ripley Street, Columbia, Missouri 65201, Maureen M. Brady and Christopher E. Roberts of Butsch Roberts & Associates, LLC. You will not be personally charged for their work on the case (which is being paid out of the Gross Settlement Fund). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to one-third of the Gross Settlement Fund (*i.e.*, up to \$600,000) and a service payment of up to \$5,000 for each of the Class representatives, to be paid from the Gross Settlement Fund. The amount of these fees, expenses, and service payments must be approved by the Court.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to. The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on June 18, 2024, at 9:00 am in the St. Louis County Courthouse, Division 6, 105 South Central Avenue, Clayton, Missouri 63105. The Final Approval Hearing may be continued to a future date without further notice. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide how much to pay Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for any other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Mercy, and the putative Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no Class will remain certified (subject to approval or otherwise), and Plaintiffs and Mercy will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it's not necessary.

17. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be found at www.mercysettlement.com or by calling the Claims Administrator at 1-800-935-5170.

Please do not contact the Court Clerk, the Judge, Mercy's Counsel, or Mercy; they are not in a position to give you any advice about the Settlement.